



**Notice of a public meeting of
Economic Development and Transport Policy and Scrutiny
Committee**

- To:** Councillors Cuthbertson (Chair), D'Agorne (Vice-Chair),
N Barnes, Cullwick, Gates, D Myers, Rawlings and
Warters
- Date:** Tuesday, 19 January 2016
- Time:** 5.30 pm
- Venue:** The Thornton Room - Ground Floor, West Offices (G039)

AGENDA

1. Declarations of Interest

At this point in the meeting, Members are asked to declare:

- any personal interests not included on the Register of Interests
- any prejudicial interests or
- any disclosable pecuniary interests

which they may have in respect of business on this agenda.

2. Minutes

(Pages 1 - 6)

To approve and sign the minutes of the last meeting of the Economic & City Development Overview & Scrutiny Committee held on 18 November 2015.

3. Public Participation

At this point in the meeting members of the public who have registered their wish to under the Council's Public Participation Scheme may do so. The deadline for registering is **5.00pm on Monday 18 January 2016.**

Members of the public may register to speak on:

- An item on the agenda
- An issue within the remit of the Committee

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4. Proposed Regular Transport Briefings

A verbal report will be given by the Acting Director of City and Environmental Services on proposals to hold regular transport briefings for CYC Members.

5. 2015/16 Finance and Performance Monitor 2 (Pages 7 - 10) Report

This report provides details of the 2015/16 forecast outturn position for both finance and performance across services within City and Environmental Services and Communities and Neighbourhoods. The paper incorporates data to September 2015 as reported to Executive on 26 November 2015.

6. Economic Dashboard (Pages 11 - 28)

This paper provides a recommended performance dashboard for the committee to use. The report also provides an update on recent performance.

7. Business Improvement District for York City Centre (Pages 29 - 84)

This report, which is due to be considered by Executive on 28 January 2016, provides an update on the Business Improvement District (BID) initiative and includes a draft Memorandum of Understanding and Operating Agreement.

8. Update Report on Implementation of Online Business/E-Commerce Scrutiny Review Recommendations (Pages 85 - 94)

This report provides an update on the implementation of recommendations arising from the previously completed Online Business/E-Commerce Scrutiny Review.

9. Work Plan 2015/2016 (Pages 95 - 96)

Members are asked to give consideration to the committee's work plan for 2015/2016.

10. Urgent Business

Any other business which the Chair considers urgent under the Local Government Act 1972.

Democracy Officer:

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For more information about any of the following please contact the Democratic Services Officer responsible for servicing this meeting:

- Registering to speak
- Business of the meeting
- Any special arrangements
- Copies of reports and
- For receiving reports in other formats

Contact details are set out above.

This information can be provided in your own language.

我們也用您們的語言提供這個信息 (Cantonese)

এই তথ্য আপনার নিজের ভাষায় দেয়া যেতে পারে। (Bengali)

Ta informacja może być dostarczona w twoim własnym języku. (Polish)

Bu bilgiyi kendi dilinizde almanız mümkündür. (Turkish)

یہ معلومات آپ کی اپنی زبان (بولی) میں بھی مہیا کی جاسکتی ہیں۔ (Urdu)

 (01904) 551550

City of York Council

Committee Minutes

Meeting	Economic Development and Transport Policy and Scrutiny Committee
Date	18 November 2015
Present	COUNCILLORS Cuthbertson (Chair), D'Agorne (Vice-Chair), N Barnes, Cullwick, Gates, D Myers, Rawlings and Warters

25. Declarations of Interest

At this point in the meeting Members were asked to declare any personal, prejudicial or disclosable pecuniary interests which they might have had in respect of the business on the agenda.

Councillor Neil Barnes declared a pecuniary interest on Agenda Item 6 (Update on Major Developments within York) as his employer sponsored the Community Stadium. However as the report was for information only he did not withdraw from the meeting when this item was considered.

No other interests were declared.

26. Minutes

Consideration was given to the minutes of the previous meeting. In relation to Minute Item 18 (Attendance of Executive Member for Transport and Planning), Councillor Barnes questioned why the word street clutter had been used in a future report, which would include 20mph speed signs. Councillor Warters responded that he had used this word and it was agreed that the word be amended to street furniture.

Resolved: That the minutes of the last meeting of the Committee held on 15 September 2015 be signed and approved by the Chair as a correct record subject to the amendment detailed above.

27. Public Participation

It was reported that there had been no registrations to speak under the Council's Public Participation Scheme.

28. Attendance and Report of Executive Member for Economic Development and Community Engagement

Consideration was given to the report of the Executive Member for Economic Development and Community Engagement in which he set out opportunities and challenges for York's Economy.

Questions from Members to the Executive Member included;

- Did more housing on York Central conflict with economic development on the site?
- What more could be done to encourage graduates to stay in the city?
- What were the implications for the Local Plan with the housing market around the University, given that the University were against the Article 4 direction.
- What was the current progress on the Business Improvement District (BID) bid, were the voting intentions of businesses known?

In response the Executive Member informed the Committee that;

- There would be two reports on York Central regarding housing numbers and the overall vision which would be considered by the Local Plan Working Group and Executive respectively. It was also hoped that there would also be further information given in the Comprehensive Spending Review in regards to economic development on the site through an Enterprise Zone or devolution.
- The rail industry and insurance companies were examples of enterprise in which graduates could be encouraged to stay in York.
- The University was also providing more accommodation on campus which would minimise the impact of student accommodation on the local area, but the Executive Member recognised that it was a complex issue.

- He also acknowledged that the University had plans at Heslington West and Heslington East therefore wanted to fewer planning restrictions.
- It was noted that CYC had voted yes for a BID and that it was hoped that other businesses would also vote the same way.

It was confirmed that the Council would continue to pay the National Living Wage and procure from contractors who paid this.

Resolved: That the Executive Member's report be received and noted.

Reason: In order to keep the Committee informed of the opportunities and challenges for York's economy.

29. Six Month Update on Major Transport Initiatives in York

Members considered a report which provided them with an update in relation to the major transport initiatives in the city.

Officers stated that they were undertaking a feasibility study into the improvements to the cycling and pedestrian bridge adjacent to the Scarborough railway bridge. This had not been detailed in the published report.

During discussion the following schemes were mentioned;

Outer Ring Road Upgrade

Some Members felt that the roundabouts on the northern section of the Outer Ring Road needed upgrading. Officers responded that improvements were being carried out on the roundabouts and removing the roundabouts was expensive, and the key issue would be to identify the funding source to cover this. The cost to do the seven roundabouts would be approximately £35 million.

Streetworks

One Member informed Officers that residents had experienced inconvenience in his ward from recent work to install high speed internet cables and had been concerned by a lack of information

about this. Officers responded they were aware that different subcontractors were carrying out this work and that notification letters should have been sent out to residents giving advance warning of works. It was noted that any remedial works would be the responsibility of the contractors.

Haxby-Clifton Moor Cycle Route

It was reported that this was now open, there was some additional landscaping that was due to take place and 200 people a day were using the route.

Highway Regulation

One Member asked about temporary traffic regulation order signs and expressed concerns that these were not removed following events. Officers stated that they would check on this.

Clarence Street/Lord Mayor's Walk Junction Improvements

It was reported that Officers were trying to work with the utility company in order to make the works the least disruptive.

Coppergate Camera Enforcement

Officers commented that it was a matter for the courts to decide the legality of the signs, but noted that it was complex legislation and it was not risk free to introduce highway regulation.

Resolved: That the updates be noted.

Reason: So that Members are informed of major transport initiatives in the city.

30. Update on Major Developments within York

Members considered a report which provided them with an update of major development projects in the city.

Discussion took place around the following development projects;

Community Stadium

One Member queried whether the project would rely on “limited public sector funding” and asked Officers to clarify this. Officers confirmed that it would be a limited amount of large funding. He also asked where the 250 construction workers would park on the site whilst the stadium was being built. Officers responded that as this was a delivery project question that they could not currently answer the question.

It was confirmed that the estimated completion date of the Community Stadium would be 60 weeks from the start of construction works.

In response to a query from Members if there were sufficient staff to support each development project it was confirmed that staff resources were available for each project.

Guildhall

It was reported that the decision on the future of the Guildhall had been delayed, as Members wanted to be more convinced of the business case for delivery.

York Central

In response to a question from a Member about access to the York Central site, Officers reported that if a bid to become an Enterprise Zone was successful the Council would be able to fund the necessary infrastructure on the site.

One Member asked if there was a downside to Enterprise Zone status and did the balance of whether York Central was planned to be housing or offices determine the amount of government funding. They also asked about the site being awarded housing zone status.

Officers responded that having housing zone status did bring specific funding from the Homes and Community Agency but this was for site clearance.

In response to a question about air quality and transport, Officers stated that the development would have sustainable transport at the heart of it.

Resolved: That the report and updates be noted.

Reason: So that Members are informed of major developments in the city.

31. Work Plan 2015/16

Members considered the Committee's work plan for the remainder of the municipal year.

The Scrutiny Officer made reference to the fact that Executive meetings had now moved to the end of the month and so when the Committee received the 2nd Financial Quarter Monitoring Report in January, the figures would be out of date. He suggested that there needed to be a reappraisal for how this be managed. The Economic Dashboard updates had also been moved on the work plan to reflect this change.

Resolved: That the work plan be noted subject to the above amendments.

Reason: To ensure that the Committee has a planned programme of work in place.

Councillor Cuthbertson, Chair

[The meeting started at 6.20 pm and finished at 7.50 pm].



Economic Development and Transport Policy and Scrutiny Committee 19th January 2016

Report of the Director of City & Environmental Services and Director of Communities and Neighbourhoods.

2015/16 Finance & Performance Monitor 2 Report – Economic Development and Transport

Summary

1. This report provides details of the 2015/16 forecast outturn position for both finance and performance across services within City & Environmental Services and Communities and Neighbourhoods. The paper incorporates data to September 2015 as reported to Executive on 26th November 2015.

Analysis

Finance

2. The services that relate to Economic Development and Transport Policy and Scrutiny committee cross two Directorates (City and Environmental Services and Communities and Neighbourhoods). Service Plan Variations which relate to services within this scrutiny are shown below:

	Budget £'000	Forecast Outturn £'000	Variance £'000
City & Environmental Services			
Transport	6,489	6,658	+169
Fleet	-355	-191	+164
Highways	2,592	2,592	0
Parking Income	-6,720	-6,590	+130
Development Services, Planning and Regeneration	851	876	+25
Economic Development	156	136	-20
Communities and Neighbourhoods			
Parking	1,075	1,075	0

Note: “+” indicates an increase in expenditure or shortfall in income
“-” indicates a reduction in expenditure or increase in income

Details of the main variations by service plan are detailed in the following paragraphs.

Transport (+£169k)

3. The forecast overspend is mainly due to £100k unachieved ANPR income following the suspension of enforcement cameras at Coppergate and £42k additional costs, mainly staffing, across CCTV.

Fleet (+£164k)

4. There is a £112k saving within the travel management unit still to be allocated to service areas for which a delivery plan needs to be agreed. This saving is not expected to be achieved in 2015/16. In addition there is a forecast shortfall in vehicle workshop external income.

Parking Income (+£130k)

5. Income at Car Parks to 30th September 2015 was £91k below forecast which represents 3.17% of the budget. This is offset by increased income from RESPARK and Season Tickets. The year end forecast for the parking account is a projected shortfall of £130k. The largest year on year percentage reduction is from Marygate Car Park (15%) where the Pay on Exit Trial is occurring. This has been partly due to technical issues impacting income levels. Actual income will continue to be monitored closely.

Development Services, Planning and Regeneration (+£25k)

6. The early indications are that there will be £100k shortfall in building control income. This is offset by an expected increase in income from land charges of £75k.
7. Economic Development (-£20k)

It is anticipated that there will be various operational savings within economic development.

Performance

8. In September, City of York Council joined forces with Unipart Rail to become the first local authority in the UK to trial a new fuel additive, which is set to save the council up to £50,000 a year and significantly reduce toxic emissions from the council's vehicles. The scheme is being trialled on a range of vehicle types across its fleet, at no incremental cost to the council, which on average uses around 800,000 litres of diesel a year.
9. Employment continues to be strong in the City as the number of Job Seekers Allowance claimants continue to fall. The total number of working age Benefit Claimants continues to fall (7.5% reduction to 9,870 from 10,670 in 2013/14) but whilst this predominantly consists of the reduction in Out of Work Benefit Claimants (9.3% reduction to 7,670 from 8,460 in 2013/14) there has been an increase in the ESA and Incapacity Benefit Claimants (7.0% increase to 5,500 from 5,140 in 2013/14).
10. Figures from the Office for National Statistics showed there were 722 claimants in York in September a fall of 41 from last month and of 653 from September 2014. The figures showed the number of jobseekers in York had fallen for the seventh consecutive month and also highlighted a 67.2 per cent fall in the Youth unemployment count since September 2014. The claimant count represents 0.5 per cent of the working population and contrasts to the regional average which stands at 2.2 per cent. The figures are also much lower than the national average which stands at 1.6 percent.
11. Average wage levels remain a concern and the Council continues to focus on measures to promote high value jobs. On 18 September, City of York Council and the York, North Yorkshire and East Riding Local Enterprise Partnership submitted a bid to government for a new Enterprise Zone which could unlock over £100million to help deliver York's largest brownfield site, York Central. Estimates in the bid suggest this could help to create up to 6,600 jobs in the city, and over £1.1 billion value for the region's economy. The jobs created would be high-value office based jobs, helping to grow York's economy by an estimated 20 per cent and increase average wages in the city. This bid was successful and further details reported to Executive in December 2015.

Implications

12. There are no financial, human resources, equalities, legal, crime & disorder, information technology, property or other implications associated with this report.

Risk Management

13. The report provides Members with updates on finance and service performance and therefore there are no significant risks in the content of the report.

Recommendations

14. As this report is for information only, there are no recommendations.

Reason: To update the scrutiny committee of the latest finance and performance position.

Author:

Patrick Looker
Finance Manager
Tel: 551633

Chief Officers responsible for the report:

Neil Ferris
Interim Director of City and Environmental
Services

Sally Burns
Director of Communities and Neighbourhoods

**Report
Approved**



Date 6th January 2016



Economic Development & Transport Policy & Scrutiny Committee

19 January 2016

Executive Member Dashboard – Economic Development

Summary

1. This paper provides a recommended performance dashboard for the scrutiny group to use. This replicates the dashboard used by the Executive Member for Economic Development.

Performance monitoring in CYC

2. Over the last 18 months, work has been underway to improve the way in which CYC monitors performance information. A performance management tool is now in place that monitors thousands of potential measures of performance. A full list of performance measures of relevance to the economic development portfolio is included in Annex B. This approach is used to produce the finance and performance monitor that is received by Executive on a quarterly basis.

Recommended dashboard

3. Whilst it is important to keep track of all measures relating to the economy, we recommend that you focus on a smaller number of 'key' measures in your portfolio holder scorecard. We will ensure we continue to monitor all performance measures in this area and use the executive member portfolio holders meetings to update you on performance.
4. We have provided a suggested dashboard for you to use to monitor progress. This can be also used in Economic Development and Transport Policy and Scrutiny Committee. A table outlining the measures and why we have decided to use them is included below.

Measure	Why included	Frequency
JSA Claimants	To show the number of jobseekers in the city	Monthly
JSA Claimants plus Universal Credit	To use in the future as a more accurate	Monthly (but only available from

Claimants who are out of work	measure of local job seekers (as advised by Job Centre plus)	April 2015)
% of vacant city centre shops	To assess the health of the city centre	Monthly
GVA per head & total GVA	To assess the overall health and productivity of the city's economy	Annual
Business Startups	To assess the trends in the number of new businesses in the city.	Quarterly
Weekly median earnings of residents (Annual Survey of Hours and Earnings)	This is a crucial measure for the city as wages under this indicator have fallen in recent years.	Annual

5. In addition to this, we recommend that we provide you with an annual analysis of how the sectoral make up of York's business community is made up from the Business Register Employment Survey (BRES). We will also provide updates from other indicators such as the Chambers of Commerce local business environment survey.
6. We will provide regular dashboard updates to you, including at this meeting. We will adapt the dashboard if you feel there are additional areas that you would like to monitor either now or in the future.

Update on recent performance

7. Since the Quarterly Finance and Performance monitor. New statistics have become available on wages and GVA and this report covers these changes.

Median Wages

8. The headline figures of median weekly wages show around a 4% increase to £496. However, it should be noted that for median hourly wages 0.56% decrease to £12.54. This could be explained if residents were working significantly more hours, however this only shows a small change so does not fully account for this, therefore the more reasonable conclusion is that the divergence is due to statistical margin for error in both figures (which is around +/- 4.4% for these figures), and the actual trend for both hourly wages somewhere in

between, but slightly higher for weekly wages due to slight increase in hours.

9. This is higher than the national average of 1.65% weekly wage growth. The reason for this being better than the national average is likely to be mainly because residents working part time have been able to increase hours more quickly in York, rather than because of faster hourly wage growth. This is nevertheless positive for York, as mean (average) hours per week are still slightly below the national average.
10. Despite the positive trend, this makes minimal inroads into the difference with the national average, with full time wages in York being around 6/7% lower depending on which measure is used.
11. Part time wages have also declined very slightly, perhaps due to the York's faster growth in low paid sectors such as tourism, cleaning and care which employ many part time workers but would pay less than other administrative and technical sectors with part time workers.
12. The focus for York as a city of near full employment therefore needs to continue to be creating the right environment for higher value jobs to grow at a faster rate than lower paid jobs, especially since it is the city in the North with the highest level of skills.

Pay gap

13. The difference between the median wage in York and the 25% percentile paid has increased in York by 4.34% increase to £128.30. This is likely to be largely driven by the fact that average full time wages increasing faster than average part time wages. Whilst there has been an increase in York and nationally have decreased, York's pay gap is still less than the region and nationally. The implementation of a National Living Wage may affect this, but when using the weekly figures to assess the pay gap, the biggest factor in narrowing the gap will still be the number of hours worked. See also below in terms of accuracy of this data.

A note on accuracy in the wage figures

14. It is worth noting the headline weekly wage figures are accurate to +/- 4.4%. This means that the actual median wage could be between £392 and £428. Once you drill down below this level, the accuracy is less. So for example, male employees' median wages are accurate to +/-6.4%, so the actual median wage for this group could be between £449 and £510. Similarly, female employees' median wages are accurate to +/- 5.8%, so the actual median wage for this

group could be between £324 and £363. Other quartiles are deciles are less accurate still. E.g. for female employees, the 25% quartile for weekly wages is accurate to +/- 9.3%. This means that the actual 25% quartile for weekly wages for women could be between £177 and £213.

15. Therefore, where possible, it is important to draw broad conclusions from the data looking at several years' results.

Gross Value Added

16. GVA measures the value of the overall level of production and GVA per head is a generally accepted indicator of the overall levels of productivity.
17. The latest stats on GVA in York show that overall GVA has increased in 2014 by 3.8% this is higher than the average for Yorkshire and Humber (3.4%) but below the national average increase. These figures are based on nominal increases (so do not reflect the impact of inflation).
18. However, when looking at GVA per head, York was one of only two areas in the whole country, along with Swindon where this measure fell by 0.6% in 2014. In spite of this fall, York's GVA per head remains close to national average.

What are the caveats?

19. It is important to be aware that these numbers are based on the income approach which looks at incomes in York (so the GVA per Head figures will not reflect the fact that many of our residents work in other places). ONS themselves admit that these figures are not as useful for comparing GVA per head for places with large levels of inward or outward commuting (which is the case in York where a large proportion of our population commute out of the city and a large number of people commute to the city from the surrounding area).

Analysis

20. These figures are one of the most important measures of the health of our economy and the decline in GVA per head does not make good reading.
21. GVA per head in York has been in long term decline since the 2000's when it was nearly 20% above the national average following the closure of several manufacturing plants in the city and the continued rise in low value retail, hospitality and social care jobs.

- 22. All is not lost though, York still has the second highest GVA per head in Yorkshire and Humber (after Leeds) and we have an excellent opportunity to change this in the long term with York Central.
- 23. We will be looking at the answer to this in the economic strategy refresh but as I've said before, our main lever to change this trend is to create the right conditions for high quality jobs to be created in the city. I fully appreciate that tough decisions are required, however I continue to be concerned that recent planning applications have tended to go against maintaining city centre office space and there are several upcoming applications. In my view, this will only lead to a continuation in the decline in wage and GVA per head trends.

Council Plan

- 24. The Council Plan approved by full Council in October 2015 includes a priority to ensure that York becomes a business friendly council. This paper outlines next steps to deliver on this priority.

Recommendation

- 25. Members are asked to note the content of the report

Reason: To inform Members of the latest information on Economic Development.

Contact Details

Author:

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Group Manager,
Policy and Strategy Team
(Economy and Place)
Office of the Chief Executive

Tel No.

553343

Chief Officer responsible for the report

Steve Stewart
Chief Executive

**Report
Approved**



Date 11/01/2016

Specialist Implications Officer(s)

Not applicable

Wards Affected:

All

Annexes:

Annex A – Scorecard

Annex B – List of Economic Indicators

Glossary:

BRES Business Register Employment Survey

CYC City of York Council

GVA Gross Value Added

JSA Job Seekers Allowance

ONS Office for National Statistics

			Previous Years			2015/2016							
			Collection Frequency	2012/13	2013/14	2014/15	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Target	Polarity	DoT
1. Benefits	CJGE06	JSA Claimants: % of Working Age Population (16-64)	Monthly	2.30%	1.60%	0.80%	0.6%	0.5%	(Avail Jan 2016)	-	-	Up is Bad	Good
		Benchmark - National Data	Monthly	3.80%	2.90%	2.00%	1.70%	1.60%	-	-	-		
		Benchmark - Regional Data	Monthly	4.90%	3.80%	2.70%	2.40%	2.20%	-	-	-		
		Regional Rank (Rank out of 15)	Monthly	1	1	1	1	1	-	-	-		
	CJGE151	JSA and UC (Out of Work) % of working age population (16 - 64)	Monthly	N/C	N/C	N/C	0.7%	0.7%	(Avail Jan 2016)	-	-	Up is Bad	Neutral
		Benchmark - National Data	Monthly	N/C	N/C	N/C	1.9%	1.8%	-	-	-		
		Benchmark - Regional Data	Monthly	N/C	N/C	N/C	2.4%	2.3%	-	-	-		
	CJGE09	% Total Benefit Claimants (Working Age 16-64)	Quarterly	8.60%	7.90%	7.30%	7.00%	(Avail Feb 2016)	-	-	-	Up is Bad	Good
2. Employment	emp1	% of working age population in employment (16-64)	Quarterly	74.90%	73.20%	74.10%	74.40%	-	-	-	-	Up is Good	Neutral
	CJGE71	Employment Rate (Male)	Quarterly	76.80%	75%	77.80%	77.30%	-	-	-	-	Up is Good	Good
	CJGE72	Employment Rate (Female)	Quarterly	73.10%	71.40%	70.40%	71.60%	-	-	-	-	Up is Good	Neutral
	CJGE03	York's unemployment rate below the national	Quarterly	1.70%	2.00%	1.70%	1.80%	-	-	-	-	Up is Good	Good
	CJGE05	% of Part time employees	Quarterly	32.20%	33.80%	31.40%	30.70%	(Avail Jan 2016)	-	-	-	Up is Bad	Good
		Benchmark - National Data	Quarterly	25.80%	25.60%	25.50%	26.60%	-	-	-	-		
Benchmark - Regional Data		Quarterly	26.90%	26.70%	26.70%	25.50%	-	-	-	-			
Regional Rank (Rank out of 15)		Quarterly	15	15	15	-	-	-	-	-			
CJGE23	% of vacant city centre shops	Monthly	5.95%	6.25%	5.99%	6.62%	6.31%	-	-	-	Up is Bad	Good	
3. Business	CJGE30	GVA per head (£)	Annual	23,065	24,121	23,977	-	-	-	-	-	Up is Good	Bad
		Regional Rank (Rank out of 12)	Annual	2	2	2	-	-	-	-	-		
	CJGE31	Total GVA (£ billion)	Annual	4.72	4.88	4.90	-	-	-	-	-	Up is Good	Good
		Regional Rank (Rank out of 11)	Annual	9	11	11	-	-	-	-	-		
	CJGE32	Business Startups - (YTD)	Monthly	1,494	1,155	1144	254	519	-	-	-	Up is Good	Bad
	CJGE29	Business Deaths	Annual	635	600	710	-	-	-	-	-	Up is Bad	Neutral

Portfolio - Economic Development 2015/2016

No of Indicators = 15 | Direction of Travel (DoT) shows the trend of how an indicator is performing against its Polarity over time.
 Produced by the Strategic Business Intelligence Hub January 2016

			Previous Years			2015/2016							
			Collection Frequency	2012/13	2013/14	2014/15	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Target	Polarity	DoT
4. Earnings	CJGE14	Median earnings of residents – Gross Weekly Pay (£)	Annual	523.10	526.50	476.90	-	496.00	-	-	-	Up is Good	Good
		Benchmark - National Data	Annual	508.30	517.90	529.60	-	529.60	-	-	-		
		Benchmark - Regional Data	Annual	465.20	479.10	479.00	-	480.50	-	-	-		
		Regional Rank (Rank out of 15)	Annual	1	1	9	-	5	-	-	-		
5. Education	CJGE17	% of working age population qualified - No qualifications	Annual	6.50%	6.90%	4.80%	-	-	-	-	-	Up is Bad	Good
		Benchmark - National Data	Annual	9.70%	9.40%	8.80%	-	-	-	-	-		
		Benchmark - Regional Data	Annual	11.60%	10.60%	9.80%	-	-	-	-	-		
		Regional Rank (Rank out of 15)	Annual	1	1	2	-	-	-	-	-		

Annex B:**List of Economic Indicators tracked by City of York Council's Performance Management System**

ASCOF1F	% of adults in contact with secondary mental health services in paid employment
CJGE06	JSA Claimants: % of Working Age Population (16-64)
CJGE06a	JSA Claimants: % of Working Age Population (16-64) (Over 6 months)
CJGE07	JSA Claimants: % of Working Age Population (18-24)
CJGE07a	JSA Claimants: % of Working Age Population (18-24) (Over 6 months)
CJGE08	JSA Claimants: % of Working Age Population (16-64) (Over one year)
CJGE09	% Total Benefit Claimants (Working Age 16-64)
CJGE10	% Lone Parents (Working Age 16-64)
CJGE11	Workless Households % of all Households
CJGE12	Children under 16 in Workless Households
CJGE130	Universal Credit: Number of claimants on caseload
CJGE150	JSA and UC (Out of Work) Number of working age population (16 -64)
CJGE151	JSA and UC (Out of Work) % of working age population (16 - 64)
CJGE152	JSA and UC (Out of Work) Number of working age population (16 -24)
CJGE153	JSA and UC (Out of Work) % of working age population (16 - 24)

CJGE154	JSA and UC (Out of Work) % of working age population (18 - 24)
CJGE155	JSA and UC (Out of Work) Number of working age population (18 -24)
CJGE156	JSA and UC (Out of Work) Number of working age population (Age 50+)
CJGE157	JSA and UC (Out of Work) % of working age population (Age 50+)
CJGE158	JSA and UC (Out of Work) Number of working age population (Male Age 50+)
CJGE159	JSA and UC (Out of Work) % of working age population (Male Age 50+)
CJGE160	JSA and UC (Out of Work) Number of working age population (Female Age 50+)
CJGE161	JSA and UC (Out of Work) % of working age population (Female Age 50+)
CJGE38	Total Benefit Claimants (Working Age 16-64)
CJGE39	Lone Parents (Working Age 16-64)
CJGE45	Total Out of Work Benefit Claimants (Working Age 16-64)
CJGE46	Total ESA and Incapacity Benefit Claimants (Working Age 16-64)
CJGE47	Total Carer Benefit Claimants (Working Age 16-64)
CJGE48	Total Disabled Benefit Claimants (Working Age 16-64)
CJGE49	% Out of Work Benefit Claimants (Working Age 16-64)
CJGE50	% ESA and Incapacity Benefit Claimants (Working Age 16-64)
CJGE51	% Carer Benefit Claimants (Working Age 16-64)
CJGE52	% Disabled Benefit Claimants (Working Age 16-64)

CJGE56	Total Benefit Claimant Rate (Male)
CJGE57	Total Benefit Claimant Rate (Female)
CJGE58	Total Benefit Claimant Rate (16-24)
CJGE59	Total Benefit Claimant Rate (25-49) (Ward-level only)
CJGE60	Total Benefit Claimant Rate (50+) (Ward-level only)
CJGE61	JSA Claimants: % of Working Age Population (16-24)
CJGE63	JSA Claimants: % of Working Age Population (50+) (Over 6 months)
CJGE64a	JSA Claimants: % of Working Age Population (50+) (Male) (Over 6 months)
CJGE65a	JSA Claimants: % of Working Age Population (50+) (Female) (Over 6 months)
CJGE73	% Unemployed in York
CJGE74	JSA Claimants: % of Working Age Population (Male)
CJGE75	JSA Claimants: % of Working Age Population (Female)
CJGE76	JSA Claimants: % of Working Age Population (Ethnic Minorities)
CJGE77	JSA Claimants: Number of Working Age Population (18-24)
CJGE77a	JSA Claimants: Number of Working Age Population (18-24) (Over 6 months)
CJGE78	JSA Claimants: Number of Working Age Population (16-64)
CJGE78a	JSA Claimants: Number of Working Age Population (16-64) (Over 6 months)
CJGE79	JSA Claimants: Number of Working Age Population (16-64) (Over one year)
CJGE81	JSA Claimants: Number of Working Age Population (16-64) (Male)

CJGE82	JSA Claimants: Number of Working Age Population (16-64) (Female)
CJGE83	JSA Claimants: Number of Working Age Population (16-24)
CJGE84a	JSA Claimants: Number of Working Age Population (50+) (Male) (Over 6 months)
CJGE85a	JSA Claimants: Number of Working Age Population (50+) (Female) (Over 6 months)
CJGE122	Number of Micro Businesses (Local Units) - 1-9 Employees
CJGE123	Number of Small Businesses (Local Units) - 10-49 Employees
CJGE124	Number of Medium Businesses (Local Units) - 50-249 Employees
CJGE125	Number of Businesses (Local Units) - 250+ Employees
CJGE126	Number of Micro Businesses (Enterprises) - 1-9 Employees
CJGE127	Number of Small Businesses (Enterprises) - 10-49 Employees
CJGE128	Number of Medium Businesses (Enterprises) - 50-249 Employees
CJGE129	Number of Businesses (Enterprises) - 250+ Employees
CJGE22	Number of vacant city centre shops
CJGE23	% of vacant city centre shops
CJGE27	Total Businesses
CJGE28	Business Births
CJGE29	Business Deaths
CJGE30	GVA per head (£)
CJGE31	Total GVA (£ billion)
CJGE32	Business Startups - (YTD)
CFC01	Business Churn Rate (%) (Rank out of 64)

CFC02	Business Closures (per 10,000 population) (Rank out of 64)
CFC03	Business Start-ups per 10,000 pop (Rank out of 64)
CFC04	Business stock per 10,000 population (Rank out of 64)
CFC05	GVA per worker (Rank out of 64)
CFC06	Patents per 100,000 pop (Rank out of 64)
CFC07	Knowledge Intensive service jobs (Rank out of 64)
CFC08	Manufacturing Jobs (Rank out of 64)
CFC09	Other Private Services jobs (Rank out of 64)
CFC10	Other Sectors (%) (Rank out of 64)
CFC11	Public Service Jobs (Rank out of 64)
CFC12	Total CO2 emissions per capita (t) (Rank out of 64)
CFC13	Housing stock (Rank out of 64)
CFC14	Mean Housing Price (Rank out of 64)
CFC15	Average Weekly Earnings (Rank out of 64)
CFC16	Change in real wages (%) (Rank out of 64)
CFC17	Employment rate (%) (Rank out of 64)
CFC18	JSA Claimant Count (Rank out of 64)
CFC19	JSA Disparities (pp) (Rank out of 64)
CFC20	Long Term JSA Claimant Count (Rank out of 64)
CFC21	Private Sector Jobs (Rank out of 64)
CFC22	Private to Public Sector ratio (Rank out of 64)
CFC23	Working age population with qualification at NVQ4+ (%) (Rank out of 64)
CFC24	Working age population with no formal qualifications (Rank out of 64)

CFC25	Youth Claimant Count (Rank out of 64)
CFC26	GVA (£ billion) (Rank out of 64)
CFC27	Population (Rank out of 64)
CFC28	Average Employment Gain per SME Expanding (%) (Rank out of 64)
CFC29	Average Employment Loss per SME Contracting (%) (Rank out of 64)
CFC30	High growth SMEs (%) (Rank out of 64)
CFC31	Ratio of Expanding:Contracting SMEs (%) (Rank out of 64)
CFC32	SME Closures (%) (Rank out of 64)
CFC33	SME Density (per 10,000 populaton) (Rank out of 64)
adcs03	Deprivation: % of the population living in the 20% most deprived Lower Super Output Areas
CJGE101	Pension Credit Rate - Guarantee Element (65+)
CJGE102	Pension Credit Rate - Saving Element (65+)
CJGE103	Pension Credit Rate - Guarantee & Saving (65+)
CJGE13	Proportion of Children in Child Poverty (HMRC)
CJGE108	Weekly Household Income Estimates (£) (Small Area Model-Based)
CJGE100	Number of Accredited Employers in York paying the 'Living Wage'
CJGE112	Median earnings of workplace - Gross Weekly Pay (£)
CJGE113	Median earnings of workplace (% difference York & GB)
CJGE113a	Median earnings of workplace (% difference York & region)
CJGE14	Median earnings of residents – Gross Weekly Pay (£) List

CJGE15	Median earnings of residents (% difference between York & GB)
CJGE15b	Median earnings of residents (% difference York & Region)
CJGE16	Earnings gap between the 25 percentile and the median (£) (York)
CJGE66	Median earnings of residents - Gross Weekly Pay (£) - Male
CJGE67	Median earnings of residents - Gross Weekly Pay (£) - Female
CJGE68	Median earnings of residents - Gross Weekly Pay (£) - Gender Pay Gap
CJGE114	Economic Activity Rate %
CJGE115	Economic Inactivity Rate %
CJGE120	Public to Private Sector Ratio
CJGE121	Housing Prices Annual % Change
CJGE17	% of working age population qualified - No qualifications
CJGE17a	% of working age population qualified - to at least L1 and above*
CJGE18	% of working age population qualified - to at least L2 and above*
CJGE19	% of working age population qualified - to at least L3 and above*
CJGE20	% of working age population qualified - to at least L4 and above*
Ques001	Total participation in education (inc PT) and work based learning
AS1	% of young people aged 16-18 in Apprenticeships (as a proportion of 16-18 previously in a York Secondary School)

AS2	Number of Apprenticeships starts - York resident young people aged 16-18 (Data reflects quarters based on Academic year i.e. data entered for13/14 is for academic year 12/13)
AS3	Number of Apprenticeships starts - York resident young people aged 19-24 (Data reflects quarters based on Academic year i.e. data entered for13/14 is for academic year 12/13)
AS4	Number of Apprenticeships starts - York resident young people aged 25+ (Data reflects quarters based on Academic year i.e. data entered for13/14 is for academic year 12/13)
AS5	% of employers with Apprentices
CJGE01	Total In Employment
CJGE02	Total Employee Jobs
CJGE03	York's unemployment rate below the national
CJGE04	% of Full-time employees
CJGE05	% of Part time employees
CJGE107	% of residents who are Self Employed
CJGE116	Employment Rate % (50- 64) (Female)
CJGE117	Employment Rate % (50- 64) (Male)
CJGE118	Employment Rate % (65+) (Female)
CJGE119	Employment Rate % (65+) (Male)
CJGE21	% of young people not in education, employment or training
CJGE41	% of males full time working
CJGE42	% of males part time working
CJGE43	% of females full time working
CJGE44	% of females part time working

CJGE69	Employment Rate (50-64)
CJGE70	Employment Rate (65+)
CJGE71	Employment Rate (Male)
CJGE72	Employment Rate (Female)
Emp1	% of working age population in employment (16-64)
CJGE121a	Average House Price
SE3	% of Year 12-14 young people who are not in education, employment or training (NEET) who are LDD (self-defined LDD, school action, school action + or statement)
SE3a	Number of Year 12-14 young people who are not in education, employment or training (NEET) who are LDD (self-defined LDD, school action, school action + or statement)
CJGE24	York Footfall - All Areas
CJGE25	Footfall Average Year to date - UK Towns & Cities
CJGE26	Footfall Average Year to date - Difference between York and UK Towns and Cities
TOU14	Parliament Street Footfall

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Executive

28th January 2016

Draft Report of the Director of Communities and Neighbourhoods

Portfolio of the Executive Member Economic Development and
Community Engagement

BUSINESS IMPROVEMENT DISTRICT FOR YORK CITY CENTRE

Summary

1. A Business Improvement District (BID) is a City-wide partnership initiative, led primarily by local businesses, with the Council as the accountable body.
2. This paper follows the paper presented to Executive in July 2015, where members approved:
 - (i) the draft BID document,
 - (ii) a baseline services agreement of council activities to be provided so that all new Business Improvement District activity is additional to this baseline,
 - (iii) that the Council would collect the BID levy and would charge the BID company a maximum of £25,000 per year,
 - (iv) that the Council would fund the Electoral Reform Society to conduct an independent ballot of City Centre businesses and
 - (v) the Council would provide some set up costs from reserves to ensure effective collection of the BID levy.

3. In November 2015, businesses in the City Centre of York voted in favour of a new Business Improvement District by 76% of the number of hereditaments and 80% in overall business rates value.
4. The York Business Improvement District will raise over £800,000 in BID levies to be invested in the City Centre. Decisions on allocation of this investment will be taken by the business-led BID Board and will focus on areas such as improving the cleanliness of the City Centre, tackling anti-social behaviour and providing business and procurement support for City Centre businesses.
5. As it currently stands, the main ongoing financial implication of the BID for City of York Council is an annual contribution, via levy, of approximately £28,000 a per annum, beginning in the 2016/17 financial year. This cost will rise or fall in line with the overall rateable value of our property portfolio within the BID area. In the July Executive paper, it was outlined that this would need to be taken into account in the Budget as a pressure.
6. There are also implications surrounding the ongoing cost of collection of the BID, and the Business Improvement District will reimburse the administrative cost of collection up to the value of £25,000 a year.
7. To ensure that the Business Improvement District is set up effectively and runs smoothly from day one. It is proposed that the council provides a cash flow loan of up to £50,000 to help support set up costs and running costs in the first month of operation of the Business Improvement District. It is proposed that this loan will be reimbursed in full to the council by Summer 2016.

Recommendations

8. To enable the BID to be created and run successfully, it is recommended that Executive:
 - Note the draft Memorandum of Understanding (MoU) and Operating Agreement, included in Annex A and give the Assistant Director Governance and ICT the authority to negotiate and agree the final terms with the BID board.

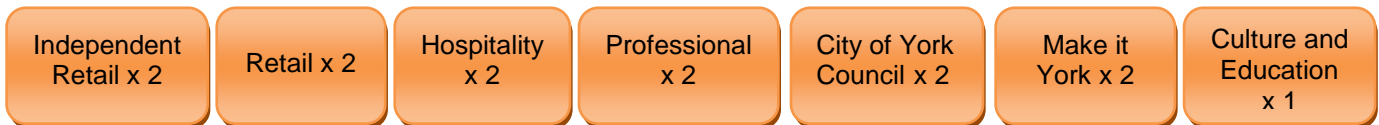
- Agrees with the request from the BID board for a cash flow loan of £50,000 that allows the Business Improvement District to become active as soon as possible. This will be reimbursed to the Council from the BID levy by Summer 2016.
- Approves that the formal Council representation on the board is made by Cllr Chris Steward and Cllr Keith Aspden and that officers attend the meetings.

Reason: To support the successful implementation of the Business Improvement District in York.

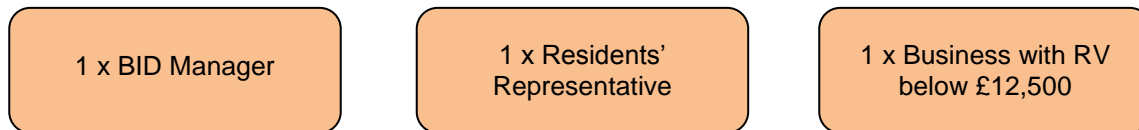
Background

9. A BID is a business-led partnership that enables coordinated investment in the management and marketing of a commercial area, and is a defined geographical area.
10. Governed by legislation to ensure fairness and transparency, a BID is created for a five year period subject to a successful ballot of local businesses.
11. During the term of the BID, all businesses defined within the BID Business Plan geography will be required to pay the mandatory levy, irrespective of whether they cast a vote in the ballot or not.
12. For a BID to be approved the vote needs to deliver a majority in favour, both in terms of the number of businesses, and the rateable value of the business premises.
13. BIDs have been successfully implemented in over 200 towns and cities in the UK, and also in the United States, Canada and Germany. Of the BID Ballots held in the UK, 85% have so far voted in favour of a BID.
14. Each BID proposal is different depending upon local needs and priorities, but usually undertakes a range of activities to enhance the role of their area as a business location, and as a retail and visitor destination.

15. For a BID to be successful it must be driven by businesses and other occupiers, such as universities, hospitals, cultural organisations, in partnership with the public sector.
16. The BID is steered by a private sector board. Typically, a BID company is formed by the private sector, working in partnership and sharing resources with the Local Authority. In the BID prospectus, the board membership was as follows:
17. As outlined in the business plan published and sent to all city centre businesses in advance of the vote, the proposed Board membership is as follows:



With Board advisors in support:



Benefits of the BID for York

18. There are many potential benefits of the BID to York's City Centre. As outlined in the prospectus issued to businesses in advance of the vote which can be found on this link <http://www.theyorkbid.com/> , this BID will:
 - create a single source of funding of over £800,000 to be spent in the area
 - provide a Business Plan that outlines a focus on expenditure to address anti social behaviour, improving the area and providing business support to city centre businesses
 - improve the resilience of the City Centre to changes in the retail market and;
 - provide a City Centre that increases resident wellbeing and presents an improved business offer.

Progress to date

19. Business rate payers in the BID area have voted for a York City Centre BID. This will include all businesses:
 - generally within the City walls (but also include the large retailers on Foss Islands Road)
 - have a rateable value of over £12,500.

20. This encompasses just under 1,150 businesses in the Guildhall, Micklegate and Fishergate Wards. As part of the BID ballot process, all affected businesses at the time of writing were contacted and offered the opportunity to vote on the scheme.

21. A business plan has been published for the BID as part of the ballot process. The full text of this business plan can be found at www.theyorkbid.com.

22. Affected businesses were consulted on the Business Improvement District by City Team York and, following a ballot run independently by the Electoral Reform Society, voted in favour of a BID for the City Centre of York. 76% of all businesses voted 'yes', and the 'yes' vote by rateable value was 80%.

23. The Council has already provided £35,000 to fund a BID Manager, including £25,000 from a recent EIF grant. We have also funded the ballot for the BID.

24. In addition to this, Executive agreed to the following in July 2015:
 - A draft baseline services agreement to provide a commitment of council services that will be continue to be provided in the BID area including street lighting and street cleansing. This is now formalised in the draft MoU and Operating Agreement in Annex A and B.
 - That the council will collect the BID levy on behalf of the York BID Company and that the council will be reimbursed for the cost of collection up to a maximum of £25,000 per annum.

25. Since the successful ballot result, the York BID Company has been registered with Companies House and created on a legal footing. There has also been a role created for the Executive Director of the BID and the recruitment process to find this individual is currently underway.

Memorandum of Understanding and Operating Agreement

26. Now that the BID ballot has been successful, we need to agree a final Memorandum of Understanding with them. The draft version of this document is included in Annex A. This is a routine document and required in all Business Improvement Districts. There are two areas which I would like to draw Executive's attention to. These are (i) the Baseline Services Agreement and (ii) the process around Levy collection.

Baseline Services Agreement

27. The operating agreement includes the Baseline Agreement -the proposed programme of services to be included in the BID - should be clearly in addition to those provided by the local authority, complementing work already ongoing, and not used to replace existing public sector services. This has been developed with heads of service and includes the minimum service provided, as well as details of employees and equipment required. These services are a combination of statutory and discretionary.
28. The document is legally binding for four years, and during that time the Council will be required to continue to provide these services.
29. This can be used to reassure the minimum service delivery to be maintained by the authority and to show which services can be provided in addition as a benefit of BID funds.
30. Many Council activities that typically fall within the Baseline Agreement, such as City Centre Management, Culture and Economic Development are now within the remit of Make it York. As an authority, we are looking at the commitment we make in a number of areas, including:
- Street Cleaning
 - Streetlighting
 - Highways Maintenance
 - Parking Services

- Make it York

31. Whilst this is a smaller baseline in terms of areas covered, it also refers to the Make it York SLA which includes a much wider number of services for the City Centre, including City Centre management, the markets, business support and cultural festivals.

Levy collection

32. As with almost all BIDs across the UK, the Council are the billing authority, so would collect and transfer funds to the BID company and carry out the administration function. Practicalities as well as cost implications are being explored.

33. It is important that we create a mechanism for collecting the BID that is effective whilst being the lowest cost solution to ensure that the BID has the highest level of funding after administration costs as possible.

34. The York BID's billing period will run from 1st April each year to 31st March of the following year. It will run for five billing periods from 1st April 2016. Our agreed approach is that the BID levy payers will be billed once annually at the same time as they are contacted about their Business Rates.

35. We expect that costs in the first year are likely to be much higher than those in subsequent years. We will create an open and auditable process on the cost of this billing and aim to only charge the Business Improvement District for the administrative costs incurred. We also propose that these costs are capped at a maximum of £25,000 a year.

BID Board

36. In the prospectus that businesses voted on in November, it was confirmed that there were two CYC places on the BID board. These are currently unnamed. Given the importance of the BID, it is recommended that these posts should now be filled by Cllr Chris Steward and Cllr Keith Aspden as leaders of the two parties of administration.

Cash Flow Loan

37. The BID board have requested a £50,000 cash flow loan to ensure that the BID becomes operational as soon as possible. This is because it is inevitable that some of the BID's expenses will precede its levy income. This is a standard arrangement between councils and BID companies and was anticipated before November BID vote.
38. There are two sets of expenses that this facility is intended to cover. The first relates to the set up costs of the BID operation. These include legal, accounting and registration costs of the BID company. They also include the February recruitment of a BID manager and establishment of a working office. The other expenses relate to the period (essentially March and April) when the BID company will be operational but before levy income has been received. To ensure a timely and positive BID impact commitments will be made in this period to events promoting York for which funding will be required.
39. It is expected that the profile for payment of the £800k BID levy will be similar to that for business rates, with the majority of funds being received by the end of May. When paying these sums to the BID company the CYC would offset the value of the sum drawn down. As such there is no material financial risk to CYC from this loan. It will however be a vital component in ensuring the BID makes a strong and timely impact promoting York's business community.

Council Plan

40. The work to establish the Business Improvement District is in line with the Council Plan objectives to create a prosperous city for all where local businesses can thrive.

Implications

41. Financial: Following the successful election of the Business Improvement District, we now have a cost pressure of around £30,000 to pay the levy for buildings owned by the Council. This will be addressed in the Budget.

42. If Members agree to a cash flow loan of £50,000 to be repaid by the Business Improvement District by Summer 2016. This can be treated as a payment in advance and therefore funded within current budgets.
43. Legal: Our legal protections are set out within a draft MoU drawn up by the Council's Legal Team. The baseline agreements and Operating Agreement also appear in these schedules. This MOU is necessary to cover the relationship between the Council and the BID Company. This is included in Annexes A and B. We are now discussing the final details of this and it is recommended that the final sign off of this is given to the Monitoring Office.
44. Crime and Disorder: One of the key BID themes would be to introduce initiatives to try and tackle anti-social behaviour and the culture of afternoon drinking which is attracting large numbers of stag and hen parties to York. Discussions with representatives from the local Police force have shown that they would be keen to support this.
45. Information Technology: Not applicable at present.
46. Property: Not applicable.
47. Other: Not applicable.

Contact Details

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Office of the Chief
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Executive Member responsible for the report:

Cllr Keith Aspden
Deputy Leader,
Economic Development & Community
Engagement

Chief Officer

Sally Burns
Director, Communities and Neighbourhoods

Report Approved

11/01/2016

Specialist Implications Officer(s)

Not applicable

Wards Affected: *Fishergate, Guildhall and Micklegate*

All

For further information please contact the author of the report

Annex

Annex A - Draft Operating Agreement and Memorandum of Understanding

Annex A: Draft Operating Agreement and Memorandum of Understanding

Dated

2016

XXX BID COMPANY LIMITED

(1)

AND

THE COUNCIL OF THE CITY OF YORK

(2)

**MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF SERVICES WITHIN THE
YORK BUSINESS IMPROVEMENT DISTRICT**

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SCHEDULES

- Schedule 1 - Baseline Services
- Schedule 2 - BID Proposals
- Schedule 3 - BID Area
- Schedule 4 - Operating Agreement

THIS AGREEMENT is made the day of 20XX

BETWEEN:

- (1) THE YORK BID COMPANY LIMITED** (No.XXXX) whose registered office is situated at 1 Museum Street, York ("the BID Company") and,
- (2) THE COUNCIL OF THE CITY OF YORK** of West Offices, Station Rise York ("the Council")

BACKGROUND

- (A) The BID Company has been established as a joint undertaking of the business sector and Council representatives to act together as a company limited by guarantee to deliver the objectives of the BID Proposals (Schedule 2) and to improve the economic, social and environmental well-being of the BID Area (as set out in Schedule 3).
- (B) The Council currently provides or procures Baseline Services (as set out in Schedule 1), and Statutory Services within the BID Area
- (C) It is the intention of the Parties that, the Council will use all reasonable endeavours to continue to provide these Services, subject to the provisions relating to the terms of this Agreement.
- (D) The Council currently funds the provision of these Services from within its normal budget and will use all reasonable endeavours to continue doing so for the whole of the Term. The Council may consider contributing further additional funds to the BID Company for the purpose of achieving the objectives of the BID Arrangements on an ad hoc basis to be agreed by the parties.
- (E) On 30 November 2015, the BID Proposals were approved in a ballot of non-domestic ratepayers in the BID Area.

MEMORANDUM OF UNDERSTANDING

The Parties share the following common beliefs about the BID Area. The Parties believe that;

- A Business Improvement District is a partnership between the Council and the local business community that will develop projects and services that will benefit the trading environment within the boundary of a clearly defined commercial area as outlined in the BID prospectus.

This Agreement sets out the framework within which these shared beliefs will be achieved

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 In this Agreement the following words and expressions shall, except where the context otherwise requires, be given the following meanings:

Agreement means this agreement and any Schedules or Appendices thereto which are to be read and construed and given the same force as if contained in the body of the agreement

Baseline Services means the services currently provided or procured by the Council and detailed in Schedule 1

BID means Business Improvement District

BID Area means the geographical area identified by the BID Champions Group in the BID prospectus and Business Plan.

BID Arrangements means the detailed proposals for the BID as set out in the BID Proposals prepared by the BID Champions Group submitted to, and approved by a ballot of non-domestic ratepayers in the BID Area

BID Company Means the Company Limited by guarantee that will be formed after a successful BID ballot in order to facilitate the BID arrangements.

BID Levy means the levy paid by non-domestic ratepayers under the BID Arrangements

BID Performance Indicators means the performance indicators detailing the performance of the BID Company as agreed in writing between the BID Company and the Council from time to time

BID Proposals means the detailed proposals for the BID in the BID Area as submitted and approved in a ballot of non-domestic ratepayers in the BID Area as set out in Schedule 2

BID Regulations means the Business Improvement Districts (England) Regulations 2004 (as may be amended from time to time)

Confidential Information means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, goods, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the DPA

Consent sites means highways, public realm and public open spaces in the BID area.

Council means The Council of the City of Council

Data Protection Officer means the officer of the Council holding the post of Data Protection Officer, or such other person as the Council may elect

Data Protection Act (DPA) means the Data Protection Act 1998 (as amended)

Effective Date means 1st April 2016 or the agreed “live” date whichever is the later of the two but no later than the Operating Date in the Operating Agreement

Environmental Information Regulations (EIR) means the Environmental Information Regulations 2004 and any related provisions

Exit Strategy means the strategy agreed by the Parties for securing transition from the BID Arrangements to alternative service delivery arrangements

Information has the meaning given under section 84 of the FOIA

Freedom of Information Act (FOIA) means the Freedom of Information Act 2000 and any subordinate legislation made under the act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation

Funding means the provision of funding by the Council to the BID Company under the Funding Document or such other financial contributions as shall be made at the Council’s absolute discretion, with no obligation to provide any such additional funding

Parties means the Council and the BID Company and “Party” shall mean either the Council or the BID Company depending on the context

New Services means any new or additional services not included in this Agreement

Operating Agreement means the Operating Agreement contained in Schedule 4

Request for Information means any request for information as defined and required by the EIR and / or FOIA

Services means, collectively or individually as the case may be, the Baseline Services, and Statutory Services

Statutory Services means the services the Council undertakes within the BID Area pursuant to its statutory obligations

Subject Access Request means a request made under section 7 DPA

Support Services means the services set out in Schedule 4 whereby the Council agrees to provide the specified services to the BID Company for the purposes of enabling the BID Arrangements to be carried out

Term means the period of five (5) years commencing on the Operational Date in the Operating Agreement unless terminated sooner or extended in accordance with the provisions of this Agreement

Variation Procedure means the variation procedure set out in Clause 10

Working Day means any day on which the Council's principal offices at the Town Hall, Xxx are open to the public for business.

2. AGREEMENT

2.1 This Agreement sets out the framework by which the Parties propose to deliver the BID Arrangements

3. TERM

3.1 This Agreement shall be deemed to have commenced on the Effective Date and unless otherwise terminated or extended in accordance with the provisions of this Agreement shall continue for the Term

3.2 The Parties may at any time throughout the duration of this Agreement agree to extend this Agreement once only for a period not exceeding five years subject only to approval by a valid ballot in accordance with the BID Regulations or any other such legislative regulation prevailing at the time

4. SERVICES

4.1 Baseline Services

4.1.1 Throughout the Term the Council will use all reasonable endeavours to continue to provide and/or procure the existing Baseline Services in the BID Area so as to facilitate the BID Arrangements.

4.2 The Statutory Services

4.2.1 The Council is subject to a variety of statutory obligations and duties imposed by various legislative provisions.

4.2.2 The BID Company recognises that the Council is required to discharge its statutory obligations in respect of the Statutory Services in accordance with the appropriate legislative provisions and guidance and the law in general and that this may give rise to situations that are not always compatible with the objectives of the Parties under this Agreement.

4.2.3 Without prejudice to its statutory obligations the Council will to the extent permitted by law work proactively with the BID Company and use all reasonable endeavours to enable the achievement of the objectives of the BID Arrangements.

4.4 New Services

4.4.1 The Parties may agree in writing at any time that New Services may be provided by the Council to the BID Company for the purpose of achieving the BID Arrangements

4.4.2 New Services shall be agreed using the Variation Procedure and upon commencement shall be subject to all terms of this Agreement

5. **START UP LOAN REPAYMENT**

5.1 The York BID Board successfully applied for a loan administered by British BIDS on behalf of DCLG. The group received £30,000 to set up the York BID.

5.2 City of York Council have received the loan on behalf of the BID Champion Group and will draw down the funds as and when requested by the BID Champion Group.

5.2 Following a successful yes vote, this loan is required to be paid back to British BIDs..

5.3 British BIDs have calculated that the amount to be paid on the event of a 'yes' vote is the full £30,000 plus £495 in interest which is a total repayment of £30,495. The full amount is due to British BIDs in instalments on 1st June 2016 and 1st June 2017.

5.4 It is the responsibility of the York BID Company to repay the money due to British BIDs.

- 5.5 On the event that the York BID Company fail to pay the money owed to British BIDs, the City of York Council shall remove the amount owed from the BID collection levy. This amount shall then be transferred by City of York Council to British BIDs. City of York Council shall be permitted to charge an additional fee if necessary actually incurred or paid for the resources required to carry out this process.

6. CONSENT SITES

- 6.1 The use of the Consent Sites for any BID activity must be approved by City of York Council.
- 6.2 The York BID will be subject to the normal application process for the usage of public realm.
- 6.3 City of York Council retains the right to utilise the Consent Sites as they see fit for commercial promotions and events.

7. PERSONNEL

- 7.1 Each Party is responsible for its own personnel, employees, agents, servants, and subcontractors when on the other Party's premises.
- 7.2 Each Party shall ensure that its personnel, employees, agents, servants, and subcontractors comply with the provisions of The Health and Safety at Work etc Act 1974 (as amended), and any subsequent legislation and any security procedures whilst on the other Party's premises.

8. FINANCIAL REGULATIONS AND PROCUREMENT

- 8.1 The BID Company undertakes to adopt and apply financial regulations and procurement procedures that are compatible with the Council's Financial Regulations and Contracts Standing Orders (as may be amended from time to time) so as to clearly demonstrate best value and accountability compliance in relation to contracts applicable at any appropriate time, in any relevant dealings in respect of the delivery of the BID Arrangements
- 8.2 The Council confirms that in respect of any relevant matters it will apply and comply with its Financial Regulations and Standing Orders Relating to Contracts applicable from time to time.
- 8.3 The Council will where permitted by law inform the BID Company of any proposed changes to its Financial Regulations and Contracts Standing Orders prior to their implementation and may at the Council's absolute discretion have regard to any views expressed by the BID Company in respect of such changes.

9. INSURANCE

- 9.1 Each Party shall be responsible for taking out and maintaining for the duration of this Agreement all insurances reasonably required as a consequence of their activities under this Agreement or otherwise as directed and required by the Council's insurance manager.
- 9.2 Specifically, but without limitation, the BID Company shall take out and maintain for the duration of this Agreement, with generally recognized reputable insurance companies, Employer's Liability insurance to a minimum value of £10,000,000.00 for any one claim, Public Liability cover to a minimum value of £5,000,000 for any one claim and professional Indemnity cover to a minimum value of £1,000,000 for any one claim. In addition, adequate office cover for contents such as computers etc will also be required.
- 9.3 Both Parties shall provide proof of adequate insurance cover to the other Party upon request

10. ASSIGNMENT AND SUB-CONTRACTING

- 10.1 Except as permitted by Clause 8.2, neither party shall assign, sub-contract or transfer any of their respective rights duties or obligations under this Agreement without the express prior written consent of the other Party such consent not to be unreasonably withheld or delayed.
- 10.2 The Council may assign this Agreement to any of its strategic partners working for the time being on behalf of the Council

11. LIMITATION OF LIABILITY

- 11.1 Nothing in this Agreement shall exclude or restrict a Party's liability for death or personal injury caused by its negligence.
- 11.2 Neither Party shall be liable to the other Party by reason of termination or expiry of this Agreement however caused for the payment of any compensation, reimbursement or damages of any nature including, without limitation any expenditures, investments, leases or other commitments relating to the business or goodwill of either Party.
- 11.3 The Parties agree that the Council shall have no liability to the BID Company for any events relating to and/or connected with this Agreement.
- 11.4 The BID Company will indemnify and keep indemnified the Council from and against any and all loss damage or liability (whether criminal or civil) suffered and legal fees

and costs incurred by the Council arising out of any act neglect or default of the BID Company its employees, agents, servants or subcontractors or licensees and including any successful claims by any third party resulting from breach of this Agreement in respect of any matter arising out of the performance of its obligations under the Agreement Provided that notwithstanding this indemnity the Council shall use its reasonable endeavours to mitigate any such loss and damage or liability.

12. VARIATIONS

12.1 Either Party wishing to make a change to the Services, the Funding or any term of this Agreement, must send a written "change request" to the other party.

The change request shall include the following minimum information

- (a) a description of the change
- (b) the reason for the change
- (c) as far as can be identified, any anticipated impact of the change, for example on Service improvements or cost
- (d) as far as can be identified, any saving on current costs, additional or redundant resources which will arise as a consequence of the change, and how it is proposed to deal with them
- (e) the timescale within which the change is intended to be implemented

12.2 Neither Party shall without good reason unreasonably withhold consent or delay approval of the proposed change except that the Council shall be entitled, at its absolute discretion, to refuse any suggested increase in the level of the Funding it makes to the BID Company

12.3 Within 30 days of receiving a written request for change (or such later date as may be agreed between the parties), the Party who receives the request shall respond in writing to the other setting out whether the request is approved or not, and in particular will state:

- (a) the reason(s) why the request is approved or rejected
- (b) any proposals and reasons for amending the description of the change
- (c) any comments on the proposed impact of the change
- (d) any comments on the change as it may result in additional or redundant resources arising as a consequence
- (e) any comments upon the proposed timetable for implementation of the change

12.4 The Parties will record in writing any agreed change to the Services and/or the Funding, any terms of this Agreement or any New Services including the commencement, duration, cost and funding of such change and for any New Service, the terms of payment, if appropriate. The Parties will exchange such a written record within 10 Working Days of agreeing to the change. The change shall not be

implemented until this written record is exchanged by the Parties. The written record will then be held with, and be incorporated and subject to all terms of this Agreement.

- 12.5 Where the Parties are unable to agree any proposed change, whether in total or as to any element of it, the disagreement may be submitted to the disagreement procedure set out in Clause 11

13. DISAGREEMENTS

- 13.1 Where the Parties are in disagreement as to the terms or provisions of this Agreement, including implementation, or the delivery of Services or objectives, they shall use their best efforts to resolve the disagreement informally through amicable discussions within 7 days of being notified of the disagreement (or such later date as may be agreed between the parties).
- 13.2 In the event that, following attempts at resolving the issue by amicable discussion and consultation, either Party believes that a disagreement is not capable of being resolved informally both Parties will submit written details of their grievance and / or position by not later than 21 days of being notified of the disagreement to the Chairman of the Board of the BID Company and a Group Director or Director of the Council nominated by the Council in an attempt to resolve the disagreement at Board / Director level.
- 13.3 In the event that Board members of the BID Company and Director of the Council are unable to resolve any such disagreement either Party may request that the dispute be referred to Arbitration in accordance with Clause 12

14. ARBITRATION

- 14.1 In the event that any dispute has not been resolved at an informal or Board / Director level either Party may notify the other that they wish it to be referred to arbitration under the terms of and subject to the Arbitration Act 1996 by a single arbitrator to be agreed by the Parties or alternatively one nominated by the Chartered Institute of Arbitrators.
- 14.2 Both Parties agree that the decision of any arbitrator shall not be final or legally binding as to either the substance of the dispute or the costs of the arbitration process and for the avoidance of doubt any reference or appeal to a court of law are hereby expressly permitted

15. TERMINATION

- 15.1 The Council may terminate this Agreement upon giving three (3) months notice in writing if the other Party:

- 15.1.1 commits a material breach of its obligations or if such breach being capable of remedy has not been remedied for a period of 30 days after being notified of such breach
- 15.1.2 has persistently failed to meet the service level targets set out in the baseline agreement and operating agreement. (and for the purposes of this Clause “persistently” means failing to meet or exceed the service level targets in not less than any 3 out of 5 consecutive service level reviews)
- 15.1.3 persistently fails to meet the BID Performance Indicators (and for the purposes of this Clause “persistently” means failing to achieve the BID Performance Indicators on 2 or more consecutive occasions)
- 15.2 The Council may terminate this Agreement and recover all its losses by giving notice to the BID Company having immediate effect if:
- 15.2.1 the BID Company goes into liquidation, either compulsorily or voluntarily (apart from a solvent liquidation for the purposes of reconstruction or amalgamation) or if a receiver, administrator or administrative receiver is appointed in respect of the business or all or any part of its creditors generally or shall commit any similar act or suffer any similar event as a consequence of debt
- 15.2.2 the BID Company by its employees or anyone acting on their behalf does any of the following things:
- (a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract (even if the BID Company does not know what has been done); or
 - (b) commit an offence under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010; or
 - (c) commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council Members, contractors or employees.

Any clause limiting the BID Company’s liability shall not apply to this clause

- 15.3 Without prejudice to the Council’s rights in this Agreement, if the BID Company suffers any of the events in Clauses 13.1.1, 13.1.3 or 13.2.1 the Council may, upon written notice to the BID Company suspend any New Services that have been agreed. If any New Services for which the BID Company has agreed to make payment to the Council are suspended, the BID Company’s obligation to make such payments shall also be suspended.
- 15.4 Termination of this Agreement shall not affect any existing rights and liabilities of the Parties, which have accrued as at the date of termination.

16. WAIVER

16.1 The failure of any Party to require the performance of any of the terms of this Agreement or the waiver by any Party of any default under this Agreement shall not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

17. EXIT STRATEGY

17.1 The Parties recognise that in the event of the BID Arrangements coming to an end and not being renewed in accordance with statutory provisions and/or in the event of this Agreement expiring by any means the Parties will need to agree an Exit Strategy how Services within the BID Area will continue to be provided.

17.2 Either Party may give notice to the other either, (a) when serving notice under Clause 11 (disagreements) or (b) at any time not before the fourth anniversary of the Effective Date, requiring the other party to attend a meeting or meetings to prepare an agreed Exit Strategy.

17.3 Failure on the part of either Party to respond to such a request or to agree an Exit Strategy will entitle the other Party to invoke the disagreements procedure set out in Clause 11.

18. ENTIRE AGREEMENT

18.1 This Agreement including all schedules constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all proposals, negotiations, understandings, conversations, discussions or agreements between or amongst the Parties relating to the subject matter of this Agreement (except in the case of any fraudulent misrepresentations).

18.2 For the avoidance of doubt in the event of conflict between the provisions of this Agreement and the provisions of the Operating Agreement in Schedule 5, the provisions of the Operating Agreement will prevail.

19. SEVERABILITY

19.1 Each of the provisions contained in this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect.

19.2 If any provision of this Agreement shall be determined to be illegal, invalid and/or unenforceable, but would be legal, valid and enforceable if amended, the Parties

shall consult together in good faith and agree the scope and extent of any modification or amendment necessary to render provision legal, valid and enforceable and so as to give effect as far as possible to the intention of the Parties as recorded in this Agreement. If this cannot be achieved, either through failure to reach agreement or because (in the reasonable opinion of either Party) the effect of such a declaration is to defeat the original intention of the Parties in a material respect, then either Party may terminate this Agreement by giving 30 days notice of termination to the other Party.

20. THIRD PARTY RIGHTS

20.1 Nothing in this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a Party to this Agreement and the provisions and effect of the Contracts (Rights of Third Parties) Act 1999 is hereby excluded from this Agreement.

21. CONFIDENTIAL INFORMATION

21.1 Both Parties shall treat as and keep confidential and not disclose any Confidential Information. No Confidential Information shall be subject to the restrictions against disclosure under this Agreement to the extent that it:

21.1.1 is or becomes public knowledge otherwise than through the default on the part of either Party or their directors, officers, agents or employees;

21.1.2 is compelled by law or by the rules or requirements of any relevant regulatory authority or court of competent jurisdiction and/or required by the professional advisors of either Party

21.1.3 is already lawfully in the possession of either Party prior to its disclosure.

21.1.4 Is made with the express prior written consent of the other Party; or

21.1.5 Is made pursuant to a statutory duty or requirement of the Information Commissioner pursuant to the FOIA or the EIR.

21.2 Each Party agrees that this Clause 19 shall survive the termination of this Agreement, however arising.

22. DATA PROTECTION

22.1 The BID Company shall (and shall procure that any of its staff involved in the provision of this Agreement) comply with any notification requirements under the

DPA and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

22.2 The BID Company acknowledges that the Council is the Data Controller for the purposes of the DPA.

22.3 Notwithstanding the general obligation in clause 20.1, where the BID Company is processing personal data (as defined by the DPA) as a data processor for the Council (as defined by the DPA) the BID Company shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

- (1) provide the Council with such information as the Council may reasonably require to satisfy itself that the BID Company is complying with its obligations under the DPA;
- (2) promptly notify the Data Protection Officer of any breach of the security measures required to be put in place pursuant to this clause; and
- (3) ensure that it does not knowingly or negligently do or omit to do anything, which places the Council in breach of the Council's obligations under the DPA.

22.4 The BID Company shall and shall procure that its sub-contractors shall:

- (1) transfer any Subject Access Request to the Council as soon as practicable after receipt and in any event within 2 Working Days of receiving the request;
- (2) provide the Data Protection Officer with a copy of all information required in respect of the Subject Access Request in its possession or power in the form that the Council requires within 20calendar days (or such other period as the Council may specify) of the Council requesting that information; and
- (3) provide all necessary assistance as reasonably requested by the Data Protection Officer to enable the Council to respond to a Subject Access Request within the timescale stipulated under the DPA.

22.5 Where a third party request for personal information is received from governmental or public bodies including but not limited to the Police or HM Revenue and Customs, the BID Company shall:

- (1) transfer the request to the Data Protection Officer who will register the request and undertake the necessary checks to ensure the authenticity of the requester
- (2) transfer the information requested to the Data Protection Officer within 3 Working Days of receiving the request

22.6 The provisions of this clause shall apply during the continuance of this Agreement and shall continue after its expiry or termination.

23. FREEDOM OF INFORMATION

23.1 The BID Company acknowledges that the Council is subject to the requirements of the FOIA and the EIR and shall assist and cooperate with the Council (at the BID Company's expense) to enable the Council to comply with these Information disclosure requirements.

23.2 The BID Company shall and shall procure that its sub-contractors shall:

- (1) transfer the Request for Information to the Council as soon as practicable after receipt and in any event within two (2) Working Days of receiving a Request for Information;
- (2) provide the Council with a copy of all Information in its possession or power in the form that the Council requires within five (5) Working Days (or such other period as the Council may specify) of the Council requesting that Information; and
- (3) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

23.3 The Council shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information or any other Information:

- (1) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR;
- (2) is to be disclosed in response to a Request for Information, and
- (3) in no event shall the BID Company respond directly to a Request for Information unless expressly authorised to do so by the Council.

23.4 The BID Company acknowledges that the Council may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the FOIA, be obliged under the FOIA, or the EIR to disclose Information:

- (1) without consulting with the Contractor, or
- (2) following consultation with the Contractor and having taken its views into account.

23.5 The BID Company shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

24. WHISTLE BLOWING

24.1 The Council has a whistle blowing policy to encourage staff and the public to bring into the open issues concerning dishonesty involving the Council. The BID Company shall ensure that relevant members of staff and all persons involved with this Agreement are made aware of the policy.

25. COUNTERPARTS

25.1 This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.

26. AUTHORITY TO SIGN

26.1 Each Party warrants that it has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.

27. NOTICES

27.1 All notices to be given by either Party to the other under this Agreement will be in writing and will be sent to the addresses below:

The Council:

Title: The Chief Executive
Address: City of York Council
West Offices
Station Rise
York

The Company:

Title: Adam Sinclair
Address: Mulberry Hall
Stonegate
York

27.2 Notices may be delivered personally, by pre-paid letter or facsimile transmission. Notices will be deemed to have been received:

- by hand delivery - at the time of delivery
- by post - 2 Working Days after the date of mailing
- by facsimile transmission - immediately on transmission provided a confirmation copy is sent by first class pre-paid post or by hand by the end of the next business day

28. GOVERNING LAW

28.1 This Agreement shall be governed by and construed in accordance with English Law.

SCHEDULE 1

Baseline Agreements 2016-2020*

- Due to Local Government cost pressures, these costs are reviewed on an annual basis as per national BID guidance.
The baselines here are for 2015/16.

The purpose of this baseline agreement is to set out, for the avoidance of doubt, the **STANDARD SERVICES** provided by the Council within the BID area and to set the benchmark criteria against which the provisions of additional services will be assessed.

Any services provided by the BID levy are *complementary* to these baseline services.

Service	Street Cleansing
Head of Service	Russell Stone, Head of Public Realm
Telephone	(01904) 553108
Email	russell.stone@york.gov.uk

Baseline activity	Street cleansing of the City Centre
Service specification	Tasks undertaken include manual and mechanical cleansing, emptying of litter bins, litter picking and collection, cleaning of the Market areas. City Centre cleansing begins at 05.00, targeting hotspots then covering other areas. This continues throughout the day, focussing on high traffic vicinities, such as entertainments areas.
Statutory or discretionary?	Statutory
Timing of activity	City Centre street cleansing is carried out within the foot streets, seven days a week throughout the year. April to September <i>Monday to Friday – 05.00 to 20.00:</i> The number of operatives on duty fluctuates throughout the day with a minimum number of three operatives and a maximum number of eight. <i>Saturday and Sunday – 05.00 to 19.00:</i> The number of operatives on duty fluctuates throughout the day with a minimum number of four operatives and a maximum number of five. October to March These will change slightly between October and March due to weather and daylight hours. Additional include co-ordinating/ overseeing the Spring Clean initiatives across the City
Staffing and equipment	1X Mechanical sweeper 1 X Mechanical sweeper/scrubber

	1 x Pedestrian controlled sweeper Various hand held manual equipment 1 x Supervisor 12 x City Centre Cleansing Operatives		
Key performance measures	Measure	2013/14	2014/15 YTD
	• CSPEC5 - Calls to Service – Cleansing	2225	1729
	• CSPEC6 - CYC Calls to Service – Graffiti	178	156
	• SLA01 - 2 Hour Cleansing cases completed within SLA	69%	78%
	• SLA02 - 2 Hour Cleansing cases completed within SLA - (YTD)	69%	78%
	• SLA03 - Standard Cleansing cases completed within SLA	91%	90%
	• SLA04 - Standard Cleansing cases completed within SLA - (YTD)	91%	90%
Non-compliance procedure	We are not a contractor		
Existing value of contract/ service	No contract, but cost of service provision is approximately £250,000		
Boundary area	As per agreed BID boundary		
Proposed additional BID activity	Not yet known		
Cost of additional BID activity	Not yet known		

Service	Highways Maintenance
Head of Service	Bill Manby/ Steve Wragg/Mike Durkin (Interim arrangement)
Telephone	(01904) 553233
Email	bill.manby@york.gov.uk

Baseline activity	Maintenance and repair of the highways network whilst minimising disruption on the transport network and protecting infrastructure		
Service specification	<p>The Highways Act 1980 places a duty on the Highway Authority to maintain the public highway network in a condition that is safe for users.</p> <p>The public highway network includes all roads, footpaths and verges which the highways authority has responsibility for.</p> <p>We regularly inspect our network in accordance with the current Code of Practice for Highway Maintenance. The frequency of inspections depends upon the importance of the road and footpath in question. A busy main road and footpath may be inspected monthly while a minor estate road or rural lane may only be inspected annually.</p> <p>The New Roads and Streetworks Act 1991 also places a duty on us to coordinate and regulate work carried out in the public highway by any organisation. An organisation includes contractors working for gas, waste, electricity and telecom companies as well as private works on behalf of individuals.</p>		
Statutory or discretionary?	Statutory		
Timing of activity	This is an 07:30 - 17:30 activity with an out of normal working hours emergency response service		
Staffing and equipment	<ul style="list-style-type: none"> • 19 FTE • 2 Supervisors • (7) 18 ton hook lift vehicles • (1) 32 ton hook lift vehicle • (1) 7.5 ton hook lift vehicle • (1) 7.5 TM Vehicle 		
Key performance measures	Measure	2012/13	2013/14
	• CES03 - % of road and pathway network that are grade 3 (poor condition) – roadways	15%	16%
	• CES04 - % of road and pathway network that are grade 3 (poor condition) – pathways	5%	4%
	• CES05 - % of Principal roads where maintenance should be considered (NI 168)	2%	2%
	• CES06 - % of Non-principal classified roads where maintenance should be considered (NI 169)	5%	4%

	<ul style="list-style-type: none"> CES07 - % of Unclassified roads where maintenance should be considered (old BV224b) 	10%	10%
	Data from the City of York Council 'Get York Moving' scorecard – June 2015		
Non-compliance procedure	Basic maintenance is supported with two 180 excavators with planer attachments		
Existing value of contract/ service	£100,000		
Boundary area	As per agreed BID boundary		
Proposed additional BID activity	Not yet known		
Cost of additional BID activity	Not yet known		

Service	Streetlighting
Head of Service	Derek Grant, Street Lighting Delivery Manager
Telephone	(01904) 553090
Email	derek.grant@york.gov.uk

Baseline activity	Provision/ maintenance of street lighting within the City of York council boundary, including all street lights, illuminated signs, bollards, and floodlighting
Service specification	<p>The street lighting service is unique within York, as both installation & maintenance of all street lighting assets are undertaken by City of York council's internal street lighting team.</p> <ul style="list-style-type: none"> • Citywide maintenance of street lighting and illuminated signs, floodlighting and bollards. • Cyclical maintenance on routine lamp changes/maintenance. • Any alterations to existing installations are undertaken including column relocations and conversion of lights to newer more energy efficient technologies. • New lighting installations for Council highway schemes. • A design and install service for developers is offered by city of York councils street lighting team as regards any new developments/works including section 38/278 schemes. • A Street lighting design service is available through City of York council if developers require design only. • All electrical testing is undertaken by the internal street lighting team. • Structural testing on steel/concrete lighting columns is undertaken on a rolling annual program by a CYC preferred specialist contractor. • Emergency call out facility is in place to cover any out of hours dangerous situations arising.
Statutory or discretionary?	Under Section 97 of the Highways Act 1980, it is not mandatory for authorities to install street lighting, but once installed on adopted highways there is a responsibility for maintenance.
Timing of activity	The maintenance service operates 7 days a week, 24 hours a day, and includes a Freephone emergency telephone number for fault reporting and an email reporting capability linked to the City of York Council website
Staffing and equipment	<p>Staff 6 X FTE 1 X PT: including Delivery Manager, Technical Officer, Street Lighting Technician (PT), 2 x Electricians, 2 x Street Lighting Operatives.</p> <p>Equipment: 2 x 14.5 metre MEWPS (cherry pickers) 1 x SL rig 18 Tonne.</p>
Key performance	<ul style="list-style-type: none"> • CES02 - Reduction in CO2 through investing in more efficient street lighting.

measures	Annual outturn from 2012/13 - -13.64% (This is happening through an ongoing capital programme)
Non-compliance procedure	COYC strive to adhere to their SLA requirements as regards fault repairs 4 days and emergency call outs 2 hours. Electrical testing is undertaken to BS7671 and completed on all street lights within a minimum six year period as per requirements. Structural testing on concrete/steel lighting columns is undertaken by a COYC preferred specialist contractor on an ongoing annual program.
Existing value of contract/ service	Budget annually circa £800k.
Boundary area	As per agreed BID boundary
Proposed additional BID activity	Not yet known
Cost of additional BID activity	Not yet known

Service	Make it York
Head of Service	Steve Brown
Telephone	(01904) 55 4464
Email	steve.brown@makeityork.com

Baseline activity	Delivery of business support, events programming of the City Centre, market management and marketing of the City.	
Service specification	<p>Make it York has been commissioned by City of York Council to develop a sustainable model for delivery of its services; therefore service specification and standards are subject to change dependant on commercial viability.</p> <p>Nevertheless, as part of the agreement, City of York Council, through Make it York will:</p> <ul style="list-style-type: none"> • Ensure there is a single front door for businesses to access support and advise • Seek to attract new businesses to the city, providing a clear and effective process for responding to inward investment enquiries in the city • Work with the visitor economy sector and city centre businesses to ensure a quality 'product' is offered to visitors and residents • Ensure there are clear and effective ways for visitors and residents to find out about the city • To manage the Shambles Market to create a vibrant hub and programme that is an attraction in its own right, and promote this to key customer groups • To support and develop high quality city centre festivals, activities and events • To support and develop new events and initiatives, that deliver ambitious, high quality artistic or cultural programmes, attracting significant audiences [as commercially viable] • To facilitate and promote a coherent image / brand for York nationally and internationally. 	
Statutory or discretionary?	Discretionary	
Timing of activity	Year round service	
Staffing and equipment	<p>Staff: Variable, dependant on funding</p> <p>Equipment: No specialist equipment. Office based.</p>	
Key baseline performance measures (relevant to bid)	Measure	2014/15
	GVA per employee in visitor economy sector	£17,571 (this is projected to rise in line with national economy)
	GVA per employee in retail sector	£25,507 (this is projected to rise in line with national economy)

	GVA per employee in arts and recreation sector	£15,310 (this is projected to rise in line with national economy)
	Visitor satisfaction	4.6 / 5 or greater overall visitor satisfaction score, with 77% or more visitors likely to return and 99% or more likely to recommend
	Visitors accessing promotion material about York	Visit York had 1.5m unique visitor to its website in 2014, and 490k visitors through VIC footfall.
Non-compliance procedure	City of York council may terminate the contract if performance measures are not being met.	
Existing value of contract/ service	City of York Council's contribution in year 1 of the service level agreement is a net £544k; however this is due to be reviewed each year through the Council's budget process, with the aim of moving towards sustainability of Make it York with reduced Council contribution.	
Boundary area	York Local Authority area but also working with businesses in the wider hinterland which benefit York residents	
Proposed additional BID activity	Not yet known	
Cost of additional BID activity	Not yet known	

Service	Parking Services
Head of Service	Graham Titchener
Telephone	(01904) 551495
Email	graham.titchener@york.gov.uk

Baseline activity	Parking Services for York
Service specification	<p>Parking enforcement</p> <p>Maintenance of all Council car parks</p> <p>Parking permits</p> <p>(N.B. Parking Services is the lead department and supervises the administration of this, which is based within Customer Services and Business Support)</p> <p>Penalty Charge Notice (PCN) appeals and representations</p> <p>Abandoned vehicles</p>
Statutory or discretionary?	Statutory
Timing of activity	<p>All non-enforcement work is within standard office hours</p> <p>All enforcement work is done year round with two shift patterns per day within the main hours of 06:30 and 21:30, seven days per week</p> <p>In addition to this we have one technician who works within normal office hours, but who is on also on call outside normal office hours.</p>
Staffing and equipment	<p>X 19 Civil Enforcement Officers and Assistant Supervisors</p> <p>X 1 Parking Enforcement Supervisor</p> <p>X 1 Representation Officer</p> <p>X 5 Parking Business Support staff supervised by Representation Officer but based within Business support</p> <p>X 1 Technician</p> <p>X 2 vans</p> <p>X 2 motorbikes</p> <p>All supported by various hardware systems, mainly for the enforcement service</p>
Non-compliance procedure	Council Policy, and under the Traffic Management Act 2004, led by the Department for Transport.
Existing value of contract/ service	No contract, but cost of service provision is approximately £550,000 (having to manage a £43K cut)
Boundary area	As per agreed BID boundary but also covers the whole of the York boundary.
Proposed additional BID activity	Not yet known
Cost of additional BID activity	Not yet known

**SCHEDULE 2
BID PROPOSALS**

See BID Prospectus

SCHEDULE 3

BID AREA

For a complete description of the BID area and full list of streets please refer to the BID Prospectus.

SCHEDULE 4

OPERATING AGREEMENT

Operating Agreement

Dated

Between

- (1) The Council of the City of York (the Council) of West Offices, Station Rise, York, YO1 6GA; and
- (2) **[The York BID]** (the BID Company) [registered as a company limited by guarantee in England with number ** whose registered office is at **
]

Recitals

- A The Council is the billing authority for the purposes of the Local Government Act 2003 and is responsible for collecting the BID Levy and administering the BID Revenue Account which shall be used towards the operation of the BID within the BID Area and the funding of the BID Arrangements
- B The BID Company is responsible for the operation of the BID and for using the BID Levy for the purposes of achieving the objectives and aspirations set out in the BID prospectus
- C Both parties wish to confirm the arrangements by which the BID Levy shall be collected together with general arrangements as to the relationship to be established between the Council and the BID Company for the duration of the BID
- D The purpose of this Agreement is to:
 - establish the procedure for setting the BID Levy
 - confirm the basis upon which the Council will be responsible for collecting the BID Levy
 - set out the enforcement mechanisms available for collection of the BID Levy

- set out the procedures for accounting and transference of the BID Levy
- provide for the monitoring and review of the collection of the BID Levy
- confirm the manner in which the Council's expenses incurred in collecting the BID Levy shall be paid

It is agreed:

Definitions

the Annual Report means a report to be prepared by the Council which details the following:-

the total amount of BID Levy collected during the relevant Financial Year;

the total amount of interest earned on any part of the BID Levy whilst held in the BID Revenue Account;

details of the success rate for the collection of the BID Levy;

the Council's proposals (if any) to help improve its efficiency in the collection and enforcement of the BID Levy; and

details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy.

the Council's proposals for bad or doubtful debts

the Appeal Notice means a notice to be served by the BID Company in accordance with clause 8.2

Bad or Doubtful Debts shall have the same meaning as further described in Part 2 of Schedule 3 of the Regulations

the Ballot Result Date means the date upon which a successful ballot result has been declared in favour of putting in place the BID Arrangements

the BID means the Business Improvement District which operates within the area set out in *Schedule 3*) and which is managed and operated by the BID Company

the BID Arrangements means those arrangements to be put in place pursuant to the Regulations for the operation of the BID

the BID Company's Report means a report for each Financial Year to be prepared by the BID Company which details the following:-

- (a) the total income and expenditure of the BID Levy;
- (b) other income and expenditure of the BID Company not being the BID Levy;
- (c) a statement of actual and pending deficits; and
- (c) the various initiatives and schemes upon which the BID Levy has been expended by the BID Company

the BID Levy means the charge to be levied and collected within the BID area pursuant to the Regulations

the BID Company's Termination Notice means a notice to be served by the BID Company on the Council pursuant to clause 10

BID Levy Payer(s) means the non-domestic rate payers responsible for paying the BID Levy

the BID Levy Rules means the rules set out in the Schedule which sets out how the BID Levy will be calculated, details of Exempt or Discounted Properties and other requirements related to the BID Levy (as may be amended by a successful alteration ballot)

the BID Revenue Account means the [interest] bearing account to be set up in accordance with Regulation 14 and operated in accordance with Schedule 3 of the Regulations

the BID Term means the period of 5years from 1st April 2016 to 1st April 2021

the Council's Termination Notice means the notice to be served by the Council on the BID Company pursuant to Clause 10

the Contributors means the BID Levy Payers or other Contributors making voluntary contributions to the BID company.

Demand Notice shall have the same meaning ascribed to it as further set out in paragraphs 3 of Schedule 4 of the Regulations

Hereditament shall have the same meaning as defined in the Regulations

Electronic Communication means a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa):

(a) by means of a telecommunication system (within the meaning of the Telecommunications Act 1984);or

(b) by other means but while in electronic form

the Enforcement Expenses means the costs which are incurred by the Council in issuing a Reminder Notice, obtaining Liability Orders and associated administrative expenses which may be incurred in recovering unpaid BID Levy

the Enforcement Notice means a notice to be served on the Council as specified in Clause 8

the Exceptions means the circumstances in which the Council shall not be required to seek to enforce payment of the BID Levy where a BID Levy payer has failed to make payment pursuant to a Demand Notice, such circumstances to be determined at the discretion of the BID Company following notice by the Council to the BID Company that the BID Levy is outstanding

the Exempt or Discounted Properties means those class or classes of properties as identified in the BID Levy Rules which shall be exempt either from any requirement to pay the BID Levy or are permitted a discount on the BID Levy

the Financial Year means the financial year for the BID Company which runs from April to March

Liability Order means an order obtained from the Magistrates Court

the Monitoring Group means the group to be set up to monitor the collection and enforcement of the BID Levy (as referred to in Clause 9) such group to consist of both Council officers and representatives from the BID Company

the Operational Date means the date upon which the BID Arrangements come into force

the Public Meeting means the meeting to be held of all BID Levy Payers pursuant to the Public Meeting Notice

the Public Meeting Notice means a notice to be served pursuant to Clause 10 by either the Council or the BID Company which provides the following:-

- (a) confirmation that either party is considering terminating the BID;
- (b) details of the venue where the public meeting will be held;

(c) confirmation that all BID Levy Payers who attend will be permitted to make representations

the Regulations means the Business Improvement Districts (England) Regulations [2004] and such amendments made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time)

the Reminder Notice means the notice to be served pursuant to Clause 7.1

1. Statutory Authorities

This Agreement is made pursuant to Part IV of the Local Government Act 2003 and Section 111 of the Local Government Act 1972 and all other enabling powers

2. Commencement

This Agreement is conditional upon and shall not take effect until the Ballot Result Date.

In the event that the BID Arrangements are not voted in by the BID Levy Payers on the Ballot Result Date then this Agreement shall determine and cease to be of any further effect between the parties

If, at the end of the BID Term a renewal ballot is held and is successful then the terms of this Agreement shall continue to be of effect and the BID Term shall thereafter be construed as the new term

3. Setting the BID Levy

Immediately upon the Ballot Result Date the Council shall:-

calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules; and

confirm in writing to the BID Company the BID Levy payable annually by each BID Levy Payer

4. The BID Revenue Account

The Council shall set up the BID Revenue Account by February 29 2016 and provide written confirmation to the BID Company once this has been carried out together with details of the account number sort code and any other details which the BID Company may specify

By 29 February 2016 the BID Company shall provide the Council with details of its own bank account into which the BID Levy shall be transferred electronically from the BID Revenue Account on production of an invoice by the BID Company in accordance with clause 7.8.

- 4.1 Interest earned on money in the BID Revenue Account shall form part of the BID Levy and be payable to the BID Company

5. Debits from the BID Revenue Account

5.1 The Council shall not debit directly from the BID Revenue Account:-

the collection charges

the Enforcement Expenses; or

any deductions which in the Council's opinion are Bad or Doubtful Debts

5.2 The Council's charge for the provision of the Services will be an annual set fee capped at £25,000 (excluding VAT) representing its reasonable and actual administrative costs in providing Services and having effect on the [date] of each year for which a BID is in place. Following receipt by the BID Company of a valid VAT invoice showing a breakdown of the costs incurred, the first payment will be due together with VAT thereon on the [date], or later by agreement.

5.3 [A breakdown of the Council's Annual charge as outlined in Clause 5.2 is annexed at Schedule 2.]

5.4 The Council shall recover the Enforcement Expenses from the liable BID levy payer, in accordance with Clause 8.

5.5 The Council shall not be entitled to recover Enforcement Expenses from the BID Company.

6. Collecting the BID Levy

6.1 Within 14 (fourteen) days of the Ballot Result Date the Council shall confirm in writing to the BID Company the date when the BID Levy shall first be collected.

6.2 The Demand notices shall be a separate bill and shall not be combined with the Business Rate bill.

6.3 Pursuant to clause 7.1 the Council shall serve the Demand Notices on each BID Levy payer and thereafter shall continue to calculate the BID Levy and serve the Demand Notices throughout the BID Term

6.4 The Council shall maintain a list which identifies payment and/or non-payment of the BID Levy and shall make this available to the BID Company upon its reasonable request.

6.5 The Council shall liaise with the BID Company in carrying out monthly reviews of each Hereditament within the BID Area and in the event of any change in the occupier or Rateable value of each Hereditament or the merger or division of a Hereditament (or provision of an additional Hereditament) shall:

serve an updated list of BID Levy payers upon the BID Company;

6.6 The Council shall collect the BID Levy on the date specified (pursuant to clause 6.1 above) and thereafter on an annual basis and in accordance with the procedure set out in Schedule 4 of the Regulations

- 6.7 The Council shall collect the BID Levy in a manner which is consistent with its usual procedures for the collection of non-domestic rates (save that the BID Levy collection shall be on an annual rather than monthly basis)
- 6.8 Every 28 days thereafter the Council shall inform the BID company of the amount of BID levy monies collected
- 6.9 The BID Company shall raise an invoice, including VAT to the Council every month or less frequently should the BID Company so decide. This invoice to be based on the information outlined in clause 9.2, for the total amount of BID levy monies collected, minus the total of BID levy monies previously invoiced for in the relevant financial year.

7. Procedures available to the Council for enforcing payment of the BID Levy

- 7.1 In the event that the BID Levy is not paid within 28 (twenty eight) working days from the date that it becomes payable then (subject to the Exceptions or as may otherwise be indicated at the BID Company's discretion) the Council shall serve a Reminder Notice on such relevant BID Levy Payer which shall:-
- identify the sum payable;
 - provide a further 14 (fourteen) working days for payment to be made;
 - confirm that the Council may make an application to the Magistrates Court for a Liability Order to recover the unpaid sum (together with costs).
- 7.2 If after a further 14 (fourteen) working days from the payment date stated in the Reminder Notice the outstanding sum of the BID Levy has not been paid the Council shall, after receiving the BID Company's written confirmation, make an application to the Magistrates Court for a Liability Order to recover the outstanding sum of the BID Levy as is permitted by the Regulations and the Non Domestic Rating (Collection & Enforcement) (Local Lists) Regulations 1989 (as amended)
- 7.3 Following the issue of a Liability Order the Council and the BID Company shall agree on the method of enforcement.

8. Enforcement Mechanisms for non-collection of the BID Levy by the Council

8.1 In the event that the Council is not enforcing payment of the BID Levy pursuant to Clause 7 above the BID Company shall serve the Enforcement Notice on the Council requesting that:-

it serve a Reminder Notice; or

it obtains a Liability Order pursuant to Clause 7.2 above

within 14 (fourteen) days of receipt of such Enforcement Notice and the Council shall thereafter provide written confirmation of the action taken to recover the unpaid BID Levy

8.2 If after being served an Enforcement Notice the Council fails to take the requested action within the specified time frame then the BID Company shall serve an Appeal Notice to the Chief Executive of the Council. Such notice shall:-

detail the sum which remains unpaid;

confirm that the Council has failed to use the enforcement mechanisms available to it under this Agreement to recover the sum; and

request a meeting take place between the Chief Executive, relevant officers of the Council and BID Company to achieve a solution and/or agree a strategy to recover the outstanding sum such meeting to take place in any event no later than 28 (twenty eight) days from service of the Appeal Notice

9. Accounting Procedures and Monitoring

9.1 Within 1 (one) month from the Operational Date the Council and BID Company shall form the Monitoring Group

9.2 On a quarterly basis (for the duration of BID Term) the Council shall provide the BID Company with a breakdown of:-

the amount of BID Levy for each individual BID Levy Payer;

the BID Levy collected in relation to each BID Levy Payer;

details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy during that month;

details of the Reminder Notices issued throughout that period; and

details of any Liability Orders obtained or applied for by the Council;

9.3 Every six months (for the BID Term) the BID Company shall provide the Council with the following details:

the total amount of income received from the Contributors (excluding the BID Levy)

the total expenditure during that 6 month period

- 9.4 The Monitoring Group shall meet at least once a year and on all other occasions further meetings of the Monitoring Group shall be arranged by the service of written notice by either party on the other, such notice to be provided no less than 28 (twenty eight) days prior to the date of the proposed meeting (or lesser if otherwise agreed or in cases of emergency) and provided further that such meetings can be dispensed with altogether upon the written agreement of both the Council and the BID Company
- 9.5 At each meeting the Monitoring Group shall
- review the effectiveness of the collection and enforcement of the BID Levy; and
 - if required, review and assess the information provided by the Council and the BID Company pursuant to Clauses 9.2 and 9.3 above and make any recommendations for implementation as may be agreed (and which are permitted by the Regulations and the terms of this Agreement)
- 9.6 Within 1 (one) month after the date of the end of the Financial Year the Council shall provide the Annual Report to the BID Company
- 9.7 Within 1 (one) month from the date of receipt of the Annual Report the BID Company shall provide the BID Company Report to the Council

10. Termination

- 10.1 The Council shall not be permitted to terminate the BID Arrangements because:
- (i) there are insufficient finances available to the BID Company to meet its liabilities for the chargeable period for the purposes of the BID Arrangements; or
 - (ii) the Council is unable, due to any cause beyond its control to provide the works or services which are secured as part of the BID Arrangements
- unless and until it first serves the Public Meeting Notice on the BID Levy Payers and the Council's Termination Notice on the BID Company and within 14 (fourteen) days from the date of service of such notice both parties shall arrange to meet where the purpose of such meeting shall be to agree all or any of the following set out in Clause 10.1 (i) or 10.1 (ii) (whichever is applicable)
- 10.2 Where the BID Termination Notice relates to Clause 10.1(i) both parties shall agree the following:
- (a) the Council is concerned that the BID Company has insufficient finances to meet its liabilities for that period and details of such concerns should be made available to the BID Company;
 - (b) alternative means by which the insufficiency of the funds can be remedied; and
 - (c) an appropriate time frame to resolve this issue;

- 10.3 Where the BID Termination Notice relates to clause 10.1(ii) both parties shall agree the following:
- the services or works which it is no longer able to provide together with confirmation and details as to why such works or services cannot be provided;
 - a review by both parties as to whether such works or services are of material importance to the BID so that termination of the BID Arrangements is the only option;
 - alternative means of procuring the said services or works by third parties or increased financial funding from the BID Company;
 - alternative replacement services or works which will be acceptable to the BID Company;
 - an appropriate time frame to resolve this issue
- 10.4 Notwithstanding clauses 10.1, 10.2 and 10.3 above, the Council shall cause a Public Meeting to be held prior to the termination of the BID arrangements
- 10.5 In the event that the parties cannot reach agreement in relation to the above and subject to consideration of representations made by any BID Levy Payer at the Public Meeting the Council shall be permitted to terminate the BID Arrangements provided that notice by the Council to terminate the BID shall be provided to the BID Company no less than 28 days prior to termination taking place
- 10.6 Upon termination of the BID Arrangements the Council shall review whether there is a credit in the BID Revenue Account and in the event that there are sufficient funds in the BID Revenue Account amounting to a refund of at least £5 for each BID Levy Payer (having already deducted a reasonable sum for the administration of such refund) to:
- calculate the amount to be refunded to each BID Levy payer;
 - ensure that the amount to be refunded is calculated by reference to the amount payable by each BID Levy Payer for the last chargeable period; and
 - make arrangements for the amount calculated to be credited against any outstanding liabilities of each BID Levy Payer or, where there are no such liabilities refunded to the BID Levy Payer.
- 10.7 Upon termination of the BID the Council shall notify the BID Levy Payers of such termination in accordance with regulation 18(6) of the Regulations together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy payers in accordance with clause 11.6
- 10.8 The BID Company shall not be permitted to terminate the BID Arrangements where:
- the works or services under the BID Arrangements are no longer required; or
 - the BID Company is unable, due to any cause beyond its control to provide works and services which are necessary for the BID to continue
- unless and until it has served the BID Company's Termination Notice on the Council and thereafter carried out a proper consultation with all relevant representatives of the BID Area as considered appropriate by the Council.

- 10.9 Upon termination of the BID Arrangements the BID Company shall notify the Council of such termination in accordance with Regulation 18(5) and the Council shall notify the BID Levy payers pursuant to Regulation 18(6) together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy payers in accordance with clause 11.6

11. Confidentiality

Both the Council and the BID Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or Contributors or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the BID Arrangements

12. Notices

Any notice or other written communication to be served or given to or upon any party to this Agreement to the other shall be in writing and shall be sent to the address provided for above or such substitute address in England as may from time to time have been notified by that party

A Notice may be served by

delivery to the Deputy Chief Executive at the Council's address specified above; or

delivery to the Company Secretary at the BID Company's address specified above

registered or recorded delivery post

Electronic Communication (provided that it is in legible form and is capable of being used for subsequent reference)

Any notice served shall be deemed to have been validly served or given at the time when in the ordinary course of business it would have been received.

13. Miscellaneous

- 13.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the Secretary of State may issue pursuant to Part IV of the Local Government Act 2003 then such part shall be struck out and the balance of this Agreement shall remain
- 13.2 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement
- 13.3 For the avoidance of doubt the provisions of this Agreement (other than those contained in this Clause) shall not have any effect until this document has been dated
- 13.4 Where reference is made to a Clause, Part, or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital attached to this Agreement
- 13.5 References to the Council include any successors to its functions as local authority
- 13.6 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

14. Exercise of the Council’s powers

Nothing contained in this Agreement or implied in it shall prejudice or affect the rights discretions powers duties and obligations of the County Council and Council under all statutes bye-laws statutory instruments orders and regulations in the exercise of its functions as a local authority

15. Contracts (Rights Of Third Parties)

The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

Signed by)
 duly authorised for and)
 on behalf of)
THE COUNCIL OF THE CITY OF YORK)

Signed by)
 duly authorised for and)
 on behalf of)
NAME OF BID COMPANY)

Schedule 1 – The BID Levy Rules

This will set out the manner in which the BID Levy will be calculated – i.e. what was approved as the BID Arrangements

Part 1 – The BID Levy Rules

Part 4 of the Local Government Act 2003 and the Regulations state that the payment of the BID Levy is mandatory by all BID Levy Payers in accordance with these BID Levy Rules once the BID proposal put forward by BID4York Ltd was accepted by a ballot of those BID Levy Payers.

York City Council is the billing authority under the legislation, and is the body with the power to impose, administer, collect, enforce and recover the BID Levy. The BID Levy collected is the property of the Council.

The BID Levy

The BID Levy will be applied to all relevant non-domestic ratepayers whose property has a rateable value of over £12,500 and which falls within the BID Area. The billing period will run from 1st April each year to 31st March of the following year and will run for five billing periods from 1st April 2016. The BID Levy for each billing period must be paid in a single instalment shown on the front of the BID Levy Notice.

BID Levy Calculation

The BID Levy for each BID Levy Payer is calculated by multiplying the BID Rateable Value of each relevant hereditament by the BID Levy Rate of 1% (0.01).

The BID Rateable Value

For the purposes of calculating the BID Levy the BID Rateable Value will be the rateable value shown in the 2010 rating list as at 1st March 2016. All new hereditaments entering the Rating List after 1st April 2016 will be levied at 1% of the prevailing list.

The BID Levy Rate

The BID Levy Rate is set at 1% of the BID Rateable Value from 1st April 2016. The board will assess if any increase is appropriate each year, giving careful consideration to the economic environment.

Changes to Rateable Value

Properties removed from the 2010 rating list will be subject to the BID Levy up to the date of its removal from the 2010 rating list and calculated on a daily basis.

New properties will similarly be liable from the date of entry onto the 2010 rating list and be calculated on a daily basis.

Where an existing property is split or merged the BID Levy Calculation will be made on the revised entry or entries shown in the 2010 rating list and calculated on a daily basis.

BID Levy Exemptions

The BID Rateable Value below which an hereditament is exempt from the BID Levy is £12,500.

NO classes of hereditament with a rateable value of over £12,500 are exempt from payment of the BID Levy:-

BID Levy Relief

All BID Levy Payers are subject to the full BID Levy Calculation and are liable for the full BID Levy payable on each hereditament other than those exempt.

BID Levy Payers in receipt of mandatory and/or discretionary relief from their Non-Domestic Rating liability are not to receive any relief from their BID Levy liability.

Liability for the BID Levy

Liability for the BID Levy will fall upon the Non-Domestic Ratepayer for the property. If the property is empty liability for the BID Levy will fall upon the person or organisation entitled to possession in accordance with Non-Domestic Rating regulations. There shall be no exemption period from the BID Levy for an empty hereditament.

Change of Non-Domestic Ratepayer

Adjustments to the BID Levy will be made where there is a change of Non-Domestic Ratepayer.

The new BID Levy Payer will have their liability for the BID Levy calculated on a daily basis in the first applicable billing period and a new Demand Notice will be issued to the new BID Levy Payer.

Value Added Tax (VAT)

There will be no VAT charged to the BID Levy Payer and the cost of collection and enforcement of the BID Levy is outside the scope of the VAT.

Schedule 2 – Breakdown of Council’s Annual BID Levy collection and administration charge

Annual fee capped at £25,000



Economic Development & Transport Policy & Scrutiny Committee**19 January 2016**

Report of the Assistant Director Governance and ICT

Update report on Implementation of Online Business / E-Commerce Scrutiny Review Recommendations**Summary**

1. This report provides an update on the implementation of recommendations (Annex A) arising from the previously completed Online Business / E-Commerce Scrutiny Review.

Background to the Review

2. At a meeting of the former Economic & City Development Overview and Scrutiny Committee (ECDOSC) on 28 January 2014 the Committee considered a briefing paper on a proposed scrutiny review of Online Business / E-Commerce in York.
3. Increasingly the traditional High Street retail sector is having to explore a multi-channel approach to reaching its markets but independent businesses may not have access to the technology or skills to take advantage of new ways of earning custom.
4. The Committee agreed there was a need to encourage traditional retail and independent businesses to make the most of newer technologies and telecommunications and that this topic was suitable for review. The Committee agreed to set up a Task Group to carry out the work on their behalf and subsequently agreed the following review aim and objectives.

Aim

Identify how City of York Council may better support city businesses to develop their online opportunities and improve their sales, marketing and profitability.

Objectives

- i. Identify gaps in current support for online business and commerce
 - ii. Identify any barriers the business community may face to increasing online working and possible solutions;
 - iii. Investigate how a business, using online methods, can increase its profitability;
 - iv. Investigate mentoring / matching opportunities
 - v. Examine the opportunities for funding.
5. Over a number of meetings and visits the Task Group gathered evidence in support of the review and its conclusions and recommendations were endorsed by ECDOSC at the meeting in March 2015.
 6. The final scrutiny report was considered by the Executive in June 2015 when the recommendations were approved.

Options

7. Members may decide to sign off any individual recommendations of the Online Business / E-Commerce Scrutiny Review where implementation has been completed and can:
 - a) Request further updates and the attendance of relevant officers at a future meeting to clarify any outstanding recommendations the above review or;
 - b) Agree to receive no further updates on this review

Council Plan

8. This review is linked to the Prosperous City for All and a Council that Listens to Residents elements of the Council Plan 2015-19.

Implications

9. There are no known financial, human resources, equalities, legal or other implications associated with the recommendation made in this report.

Risk Management

10. In compliance with the Council's risk management strategy there are no known risks associated with this report.

Recommendations

11. Members are asked to note the contents of this report and sign off all the recommendations in the Online Business / E-Commerce Scrutiny that have been fully implemented.

Reason: To raise awareness of those recommendations which are still to be fully implemented.

Contact Details

Author:

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Scrutiny Officer

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Wards Affected:

All

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Annexes

Annex A – Implementation of recommendations from the Online Business / E-Commerce Scrutiny Review.

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Recommendations	Implementation January 2016
<p>i. Ask Cabinet to include in the Service Level Agreement for Make It York:</p> <ul style="list-style-type: none"> a) Use the success of the Bishopthorpe Road Traders' Association to encourage other neighbourhood trader groups to collaborate on social media projects to increase business and profitability; b) Liaise with volunteer ambassadors to encourage local traders' groups to engage in joint efforts and form local associations; c) Use social media to spread news about deals, events and skills sharing e.g. digital newsletters and blogs; d) Link to a range of networking Facebook and Meet Up groups with short descriptions of their purpose on its York Means Business website; 	<p>Amendments to the Make it York Service Level Agreement (SLA) will be agreed after a year of operation, considering all the possible changes to it alongside resources provided.</p> <p>Currently these activities could fall within Make it York's remit within the SLA: To create more and better jobs in the City, measured by:</p> <p>An increase in the overall value of employment in the city (total resident employment income, per head of working age population) at 110% of the national rate of growth over the 3 year period. E.g. if national value of employment grew by 10%, we would be aiming for growth for York of 11%¹</p> <p>Jobs growth in high value priority sectors², including key science, technology and creative industries, at 120% of baseline econometric growth projections over the 3 year period E.g. if a priority sector was projected to grow in York by 10%, we would be aiming for growth for York of 12%</p>

¹ In the circumstance that national growth or projections are negative, the target for York would be for to be for its performance to be better than these comparator figures

² priority sectors will be decided collaboratively as part of York's Economy & Place Strategy process

<p>e) Support continued business advice events along with the Local Enterprise Partnership and feature pop-up events on social media and the Council's residents' newsletters such as Your Voice;</p> <p>f) Provide wider training in social media and online skills where appropriate in bids for financial support to the relevant LEPs.</p>	<p>“To be the ‘single front door’ in York for businesses and start-ups seeking a range of support, including a ‘front door’ for businesses accessing Council services, with high quality response, signposting and support “</p> <p>“To make York businesses and start-ups aware of the export provision / grants and finance / property in York / events / business support available to them, including provision through relevant regional bodies, such as the Local Enterprise Partnerships and Combined Authorities.”</p> <p>Nevertheless, how this is specifically delivered will be determined by Make it York and its board.</p> <p>[Make it York may wish to comment on work they are currently doing along these lines]</p>
<p>ii. Encourage Make it York to review and add to its business emails database particularly for small traders and to email regular information to businesses on online skills training opportunities.</p>	<p>This is covered in Make it York's SLA under the target for:</p> <p>“1,000 businesses or creative/cultural organisations signposted or been provided with information”</p>
<p>iii. Encourage Make it York to include online and digital skills training as part of its marketing to</p>	<p>Again this is covered within Make it York's SLA under: “To make York businesses and start-ups aware of the</p>

<p>local businesses so as to develop a “York Online” brand approach to help local businesses make better use of online marketing and communications.</p>	<p>export provision / grants and finance / property in York / events / business support available to them, including provision through relevant regional bodies, such as the Local Enterprise Partnerships and Combined Authorities.”</p> <p>How this is specifically delivered and the branding used will be determined by Make it York and its board.</p>
<p>iv. Ask the Interim Director of City and Environmental Services to:</p> <p>a) Facilitate road closures and street events to stimulate other collaborative groupings between traders and other organisations in a locality;</p> <p>b) Pre-publicise to traders, residents’ groups, residents’ forums and Councillors through Council channels forthcoming road closures for city/regional events (e.g. European Mobility Week, 16-22 September 2015 www.mobilityweek.eu) and encourage local traders or voluntary groups to combine and communicate to each other around such events.</p>	<p>a) We facilitate highway closure requests providing they are reasonable and alternate routes (including bus diversions) can be provided, if appropriate. Recent examples would include Fossgate, monthly Sunday closure to encourage increased footfall and Bishopthorpe Road for various events. We are required by law to process such applications and advertise them. The costs for such are recoverable. A minimum of 3 weeks advance notice is required. However we would always seek as much advance notification as feasible, as requests for events on the highway, are ever increasing. Of course it all depends on the locations and scale of event. For residential street parties, e.g. on a culs de sac, this will rarely present an issue and we will seek to waive charges.</p>

	<p>b) All events involving road closures will be advertised in accordance with our legal duty; in addition we publicise information on both the council and i-Travel websites. For city/regional events bespoke media and communication plans will be established.</p>
<p>v. Ask the Director of Communities and Neighbourhoods to facilitate circulating by email guides on running street parties to support such events to local trader and residents' groups and list the guides on a Council website on a page about economic development through street events along with suitable case studies (eg http://www.bishyroad.net);</p>	<p>A guide to running street parties is available on the Council's website at:</p> <p>https://www.york.gov.uk/downloads/download/1007/planning_and_holding_a_street_party</p>
<p>vi. Ask the Director of Customer and Business Support Services to:</p> <p>a) Ensure WiFi availability in the city centre is publicised and clearly signposted;</p> <p>b) Examine the possibility (with Make It York where necessary) of engaging occupants of the proposed Guildhall Digital Hub to promote training in social media and online skills in communities across the city. Any group eventually formed to address this should include community outreach and respond to</p>	<p>a) WiFi is available in the city centre as well as in 13 libraries, 11 corporate buildings, 14 City Connects zones, 23 community buildings and seven older people's homes. WiFi locations in York are available at: https://www.york.gov.uk/info/20151/community_innovation/695/city_centre_wi-fi</p> <p>b) Consultation phase of Guildhall project beginning with Residents Festival 30/31 January 2016 will include York Past and Present a grass roots local history group which makes extensive use of social media for communications. A new Guild</p>

<p>the recommendations arising from the recent scrutiny review on Disabled Access.</p>	<p>of Media Arts has been formed and is actively seeking new members at this time. The selection of a commercial operating partner to run the Guildhall complex as a Business club and serviced office venue will assess their track record / capability in facilitating outreach / working in partnership.</p>
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Economic Development & Transport Policy & Scrutiny Committee Draft Work Plan 2015/2016

Meeting Date	Work Programme
17 June 2015 @ 5.30pm	<ol style="list-style-type: none"> 1. Introductory Report including ideas on potential topics for review in this Municipal Year. 2. Update Report on Scrutiny Arrangements around Make it York. 3. Attendance of the managing Director of Make it York 4. Work Plan 2015/2016
22 July 2015 @5.30pm	<ol style="list-style-type: none"> 1. Attendance of Executive Members for: <ul style="list-style-type: none"> • Transport & Planning (Confirmed) • Housing and Safer Neighbourhoods (Confirmed) to detail their priorities and challenges for 2015/16 Economic Dashboard Update 2. To consider Executive report on Business Improvement District for York City Centre 3. Briefing Report on Economic Strategy. 4. Work Plan 2015/2016
15 September 2015 @ 5.30pm	<ol style="list-style-type: none"> 1. Attendance of Executive members for <ul style="list-style-type: none"> • Transport and Planning (Slipped from July, Confirmed) • Environment (Confirmed) 2. End of Year Finance & Performance Monitoring Report (Patrick Looker) 3. 1st Quarter Finance & Performance Monitoring Report (Patrick Looker) 4. Overview Report on Low Emissions Strategy including update of Air Quality Action Plan (Mike Southcombe) 5. Update report on iTravel (Neil Ferris) 6. Update Report on Implementation of the Recommendations in Higher Value Jobs Scrutiny Review (Mark Alty) 7. Work Plan 2015/2016

18 November 2015 @ 5pm	1. Pre-decision Call-In. Air Quality Action Plan 3.
18 November 2015 Not before 6pm	<ol style="list-style-type: none"> 1. Attendance of Executive Member for Economic Development and Community Engagement. 2. Six Monthly Update Report on Major Transport Initiatives 3. Six Monthly Update Report on Major Developments within the city 4. Work Plan 2015/2016
19 January 2016 @ 5.30pm	<ol style="list-style-type: none"> 1. Verbal Report on proposed regular Transport Briefings 2. 2nd Quarter Finance & Performance Monitoring Report (Slipped from November) 3. Economic Dashboard Update 4. Update report on Business Improvement District 5. Update on Implementation of Recommendations in Online Skills / E-Commerce Scrutiny Review 6. Work Plan 2015/2016 including scrutiny reviews
16 March 2016 @ 5.30pm	<ol style="list-style-type: none"> 1. 3rd Quarter Finance & Performance Monitoring Report 2. Update Report on Universal Credit 3. Economic Dashboard Update 4. Work Plan 2015/2016
20 April 2016 @ 5.30pm	1. Work Plan 2015/2016
18 May 2016 @ 5.30pm	<ol style="list-style-type: none"> 1. Six Monthly Update Report on Major Transport Initiatives 2. Six Monthly Update Report on Major Developments within the city 3. Work Plan 2015/2016